The Solicitors' Journal.

LONDON, FEBRUARY 2, 1884.

CURRENT TOPICS.

It is anticipated that the new Supreme Court of Judicature (Funds) Rules will be issued next week. They will come into operation on the 1st of March next. It was intended to issue the rules last month, but in consequence of difficulties of detail in settling the draft the issue has been from time to time delayed. Considering the fundamental alterations in practice to be established by these rules, it is certainly desirable that all parties concerned in carrying them into effect should have the fullest opportunity of perusing and understanding them previously to their coming into operation.

Instructions have been given to the officials at the Chancery Pay Office that, in requiring the one shilling stamp to be placed on a certificate of the fund, they are not to treat a certificate of which the date only has to be altered as a fresh certificate. But if in altering a certificate the amount of the fund in court is altered, the certificate is to be treated as a new one and a fresh stamp must be placed on it. It is understood that since the day on which the new scale of court fees came into operation the demand for voluntary certificates has decreased by nearly one-half.

Lord Justice Lindley returns to circuit on the 1st inst., and the Lord Chief Justice goes to the Kingston Assizes early next week. The Lord Chancellor will sit with the Court of Appeal on Tuesday morning next, but will leave early to attend the opening of Parliament. After that day, Appeal Court No. 2 will continue its interlocutory list, and it appears probable that Appeal Court No. 1 will not sit again until the Lords Justices return from circuit.

We referred briefly last week to some of the leading alterations effected by the new order as to court fees. Attention should, however, be drawn to the *ad valorem* fee of two shillings for every £100, or portion of £100, now, for the first time, imposed on sales or mortgages by the court, and on purchases of land with money under the control of the court. When it is considered that, according to the last Judicial Statistics, the court sold real estate in 919 instances for an aggregate purchase-money of £2,580,983, and purchased estates for 107 suitors, it will be seen at once what a tax has been imposed by the new scale.

Another novelty is the stamp of three shillings which is now requisite on amending a petition by leave of the court. The necessity for this is not apparent on the face of the scale, and arises in this way. Under ord. 52, r. 14, the amendment of petitions is effected without the drawing up of an order, and, frequently, the authority to amend the petition was provided by the registrar simply countersigning counsel's indorsement on his brief. Now it is provided by the new scale of court fees (item 67) that, "on signing a note or memorandum of an order, pursuant to ord. 52, r. 14, when required for production, where no order is drawn up," a fee of three shillings shall be paid; and this will, in future, in the case referred to, be collected by affixing a stamp to a memorandum of the order signed by the registrar.

The Court of Appeal, on the 30th ult., unanimously reversed the decision of the Divisional Court in the important case of *Hough* v. *Windus*, and decided that a judgment creditor who, before the 1st of January, 1884, had sued out a writ of *elegit* was entitled, notwithstanding the 146th section of the Bankruptcy Act, to delivery of goods seized by the sheriff before that date. The court was an unusually strong one, being composed of the Lord Chancellor,, the Lord Chief Justice, the Master of the Rolls, and Lords Justices Cotton and Bowen; and all its members agreed in the conclusion to be arrived at, although they differed in the reasons by which they supported their judgments. The Lord Chancellor, whose judgment was read and assented to by Lord Coleridge, held, on the general principle that statutes are not to be construed retrospectively so as to take away vested rights, that section 146 did not affect writs issued before the 1st of January, 1884, "*or, at least, writs made effective*" before that date. The Master of the Rolls and Lord Justice Bowen rested their judgment on the saving clauses of section 169; while Lord Justice Cotton seems to have yielded assent to the judgment of the remaining members of the court only on the ground that the general scheme of the Bankruptcy Act (evidenced by the statutes repealed in schedule 5) was to perfect by an express repeal the implied repeal in the earlier portions of the Act arising from inconsistency of enactment; and that section 169 must, therefore, be construed in immediate connection with section 146. We understand that there are numerous cases governed by this decision; but those in which the sheriff has not actually seized, although the writ was issued before the 1st of January, 1884, must be still more numerous. *Hough* v. *Windus* is clearly not an authority for the proposition that judgment creditors, whose writs have not been perfected by actual seizure, are entitled to proceed with their executions. The same principles, however, seem to apply to that state of circumstances, the question in each case being whether the creditor had, before the 1st of January, acquired a right which has been preserved by the saving clauses of section 169.

We print elsewhere a letter from Mr. Whitcombe, the eminent conveyancer, who says he has the authority of "the reporter" for saying that in the recent case of *In re Agg Gardner*, Vice-Chancellor Bacon did not give any opinion on the general question whether a trustee for sale is bound to give an undertaking for safe custody or not. We receive the letter too late to make inquiry as to the origin of the statement in the report of the case which was furnished to us by our reporter (*ante*, p. 218), that the learned Vice-Chancellor held that "a trustee could not be called upon to give an undertaking," but it is quite possible that some qualification used by the learned judge may have escaped the notice of our reporter. It may be worth while, now that the question has been raised, to notice shortly the different opinions which have been expressed on the subject. Messrs. Wolstenholme and Turner (Conveyancing Acts, 3rd ed., p. 47) say:—"In this view trustees ought only to give an acknowledgment under this section, and not an undertaking." Here the words "in this view" seem from the context to mean, "having regard to the arguments previously advanced"; and the extract above given appears to express the opinion held by the learned authors. And on p. 207 there is a note which, prescribing an "acknowledgment" as proper to be given by trustees and mortgagees, seems, by implication, to exclude the "undertaking." On the other hand, Messrs. Prideaux and Whitcombe insert an "undertaking" into precedents given by them of conveyances by trustees (see Prid. Conv. Prec., 11th ed., vol. 1, p. 286). Messrs. Key and Elphinstone, in the second edition of their Compendium of Precedents (vol. 1, p. 386) suggest that the "undertaking" is more onerous than the old form of covenant usually entered into by trustees, by reason that the former "makes the covenantors liable for the defaults of their agents, as well as their own personal defaults"; and they add, that "it may be proper to qualify the undertaking

in this respect in the case of trustees or mortgagees, if it is given at all." In view of this divergence of opinion, it will be useful to inquire what, in fact, was the practice before the Act. "The old practice," say Messrs. WOLSTENHOLME and TURNER (*ubi supra*) "was that a trustee selling did not give any covenant." This is probably true, for so far as we can discover, the practice of giving the covenant has been established only about fifty years. But it is hardly clear that under this practice the covenant was invariably the same. There are material variations between the forms given by DAVIDSON (vol. 2, part 1, 4th ed., p. 668), and by PRIDEAUX (vol. 1, 8th ed., p. 436; 9th ed., p. 442). DAVIDSON's form expressly restricts the liability of the trustee by the words, "only while having the *actual* custody of the deeds," &c. PRIDEAUX's form does not contain the word "actual." This seems to explain Messrs. PRIDEAUX and WHITCOMBE's attitude towards the "undertaking." They naturally propose to insert it; for it does not seem to entail upon the trustee any greater burden than they were previously accustomed to lay upon him. On the other hand, if Messrs. WOLSTENHOLME and TURNER have (as we infer from their language that they have) been accustomed, in unequivocal terms to restrict the trustee's liability to documents in his *actual* custody, they also may reasonably demur to a proposal which would give a larger liability than before. And thus there is reason to suspect that the patent diversity in practice which has appeared since the Act, is due to a less obvious, but not less real, diversity in the practice before the Act.

IT IS IMPORTANT to direct the attention of gentlemen practising in any capacity at quarter sessions to the curious case of *Reg.* v. *St. Giles', Headington*, recently heard before the Queen's Bench Division, which was an appeal against an order for removal of pauper children. The appeal was dismissed by the sessions, but they stated, for the opinion of the Queen's Bench Division, a case which concluded thus:—"If the court should be of opinion that the appeal ought to have been allowed and the order of removal quashed, judgment for the appellant is to be entered accordingly at the quarter sessions." The master called the attention of the court (Lord COLERIDGE, C.J., and MATHEW, J.) to the words providing that judgment was to be entered at sessions, and the court, referring to *Reg.* v. *Sutton Coldfield* (L. R. 9 Q. B. 153), declined to hear the case, on the ground that the words appeared to be an attempt on the part of the sessions to interfere with the absolute finality of the judgment of the High Court. "The attempt," observed Lord COLERIDGE, C.J., "has been often made before, and it has always been most properly met and resisted with the firmest determination by this court." It was urged by counsel that "the case was drawn in the form in which it was, because it was supposed to be in accordance with a decision in a case which had gone to the House of Lords, the reference being, we presume, to *Walsall Overseers* v. *London and North Western Railway Company* (L. R. 4 App. Cas. 30), but the court declined to yield to this argument, and it will be found that though the form of stating the case was no doubt similar in the *Walsall case*, the objection was not taken in that case either by the court or by counsel, so that the *Walsall case* must be considered as no authority either way. With regard to the *Sutton Coldfield case*, its principle must now be considered to be applicable, but its facts seem to have been hardly quite the same. There the appeal was against a poor rate, and the sessions granted an application to enter and respite the appeal, subject to a case of which the reservation was, that "if the court should be of opinion that the quarter sessions ought not to have granted the application, the entry of the appeal was to be struck out." The court (BLACKBURN and QUAIN, JJ.) unhesitatingly declined to hear the case, on the ground that their judgment would not finally dispose of it, and in a considered judgment passed the authorities in review. The most striking was *Reg.* v. *Moreton-cum-Grafton* (10 Q. B. 971). There the court said, "We have repeatedly said that we will not act on such a direction [to send a case back to be heard], but that the court below ought to hear and decide the appeal, subject to the opinion of this court on the point reserved." The point may seem a technical one, but it will now be easy to draw a case in the proper form.

OUGHT A SECOND ACTION EVER TO BE ALLOWED IN RESPECT OF THE SAME CAUSE OF ACTION?

THE recent case of *Brunsden* v. *Humphrey* (L. R. 11 Q. B. D. 712) illustrates the well-known principle expressed in the maxim, *Nemo pro eâdam causâ debet bis vexari*. The plaintiff brought an action in the county court against the defendant for negligently driving into his cab and occasioning damage thereto. He recovered the amount claimed in that action. Six months subsequently the plaintiff complained that he had received personal injury at the time his cab was run into, and, compensation for such injury being refused, he brought his action. It was held by a divisional court, consisting of Pollock, B., and Lopes, J., that, as the damages for the personal injuries might have been recovered in the first action, the judgment recovered in it was a bar to subsequent proceedings.

The principle upon which this decision is based is a very well-known one, and has been applied in many cases. It is quite clear that a man cannot split up his claim for damages in respect of one cause of action and bring different actions in respect of different heads of damages. It was argued that the causes of action in *Brunsden* v. *Humphrey* were distinct, but that appears to be a fallacy. It is true that the damages are an essential part of the cause of action in an action on the case for negligence, but it does not follow that each separate head of damage is a separate cause of action. The cause of action is negligence *plus* damage. Let us suppose that from negligent act A. damages B. and C. result. Here A. + B. is not one cause of action, and A. + C. another; but A. + B. + C. is the complete cause of action. As, however, A. + B. and A. + C. are both good causes of action, of course you may, in suing, omit from the statement of the cause of action either B. or C. Looking upon the act A. as one of trespass, the result is the same. If I hit a man on the top of his hat with a stick, and damage both his hat and his head, it is not one trespass in respect of the person and another in respect of the goods.

The principle, as we have said, is well established, but there is, no doubt, a possibility of considerable hardship arising from this rule in certain cases. The physical damage arising from accidents of this kind does not, in all cases, fully manifest itself at once. A man, not believing himself to have received any important personal injury, may be led into bringing an action for trifling damage to his goods, and it may afterwards turn out that his system has received a very serious shock, and important mischief may ensue for which he can procure no compensation. The result in the particular case is hardship, and, it may be said, even injustice. The defendant, who, by the hypothesis, ought, in justice, to pay heavy compensation for the perhaps life-long injury occasioned by his negligence, escapes at the cost of a pound or two because he has had the good luck to be sued prematurely.

We do not doubt the correctness of the decision, for, as we have said, the principle is well established, but it seems to us somewhat doubtful whether, from the lawgiver's point of view, and if it were a question of laying down the law *de novo*, there is not something to be said against the universal application of the principle. It must be remembered that, at the time when the doctrine *nemo pro eâdem causâ debet bis vexari*, as applicable to these cases, was first established, the costs of an action were not in the discretion of the court. The result of allowing a plaintiff to split his cause of action, and to bring two actions where one would have sufficed, would therefore have been to allow him to inflict two sets of costs on an unfortunate defendant. This clearly would have been a monstrous result. It seems obvious that, in such a case, a plaintiff ought to bear any costs that are necessarily occasioned by the fact of his splitting the action into two. It would seem, however, not impossible to give the court or a judge power, if the present rules do not already do so, of dealing with the costs so as to meet the requirements of justice in this respect. If the consideration to which we have referred was a factor in determining the original doctrine on this subject, it affords a curious illustration of the way in which law grows up, and the mutual interdependence of its various branches. We think, however, it is probable that another idea was involved in the original doctrine—viz., the idea of the hardship and vexation to the defendant, apart from any question of costs, of being sued more than once in respect of the same transaction. The same notion is involved in the doctrine which forbids

the trial of a criminal a second time for the same offence, though in that case, of course, another consideration arises under our system of procedure—viz., that the verdict of acquittal makes the matter *res judicata*. We are not quite clear that, in theory, the doctrine that forbids a second action would be very defensible, assuming that all hardship with regard to costs could be prevented. It could scarcely be regarded as likely that the most malicious plaintiff would bring two actions instead of one for the purpose of worrying the defendant if he thereby became subject to serious liabilities in the way of costs. Moreover, the vexatious multiplication of actions might be prevented by giving the court power to stay proceedings summarily where it appeared that the cause of action had been already sued upon, and providing that no second action should be allowed where the damages therein intended to be recovered were known to the plaintiff, or might, by reasonable diligence, have been known to him at the time of the first action. The question is whether the consideration of the additional vexation or worry occasioned to the defendant by the second action outweighs the consideration of the hardship inflicted on the plaintiff in such a case as we have suggested. Possibly, however, the number of cases in which the latter hardship is likely to arise is hardly sufficient to render it desirable to endeavour to make any exception to the general principle in their favour at the risk of producing other evils and complications; but in theory, and assuming that perfection were possible in any system of law, we doubt whether the application of the general principle, *nemo pro eâdem causâ debet bis vexari*, ought not to admit of exceptions in certain cases.

THE NEW BANKRUPTCY SYSTEM.

VII.

Section 162 relates to unclaimed funds and dividends under this and former Acts, and provides for their collection. Sub-section 2, which came into operation on the passing of the Act, and relates to unclaimed or undistributed funds or dividends under any of the Acts relating to bankruptcy or insolvency of 1844, 1849, 1861, and 1869, is being actively enforced by the Board of Trade, and we discussed some points arising thereunder in the last volume of this journal (27 Solicitors' Journal, p. 734). The section did not appear in the Bill as originally introduced, but was inserted in Grand Committee at the instance of Mr. Chamberlain. It was anticipated by Mr. Chamberlain that the result of this provision would be to raise an immediate fund of some millions of pounds, but we believe in this he was much too sanguine, and that, so far, not more than a quarter of a million has been paid in, notwithstanding considerable exertions on the part of the authorities.

Sections 163 to 167 relate to the punishment of fraudulent debtors. Section 163 extends the penal provisions of the Debtors Act, 1869, to any person in respect of whose estate a receiving order may be made, whether upon a petition presented by or against him. In line 2 of sub-section 2 the words "whether a trader or not" were inserted in Grand Committee, we presume with the intention of making the provisions of sub-sections 14 and 15 of section 11 of the Debtors Act, 1869, apply to non-traders as well as to traders, as we suggested in discussing the provisions of the Bill with regard to traders and non-traders (27 Solicitors' Journal, p. 329). But it appears to us somewhat more than doubtful whether that object has been attained by the mere insertion of those words in the sub-section, though what other object may have been in view we fail to discover. Section 164 extends the provisions of section 16 of the Debtors' Act, 1869, so as to empower the court to order a prosecution upon the report of the official receiver. Section 165 empowers the court to commit a debtor or any other person guilty of a statutory misdemeanor in case of bankruptcy for trial, with all the powers of a stipendiary magistrate with regard thereto. A similar power was given to the Commissioners in Bankruptcy by section 222 of the Act of 1861, and we discussed this question in commenting upon the provisions of the Bill of 1881 (26 Solicitors' Journal, p. 163). Whether the courts will generally exercise the power (which is only made optional by sub-section 1) or not remains to be seen, but, under the Act of 1861, the power was not generally exercised by the Commissioners in Bankruptcy. Section 166 requires the public prosecutor to conduct all prosecutions under the Debtors Act, 1869, which will find that official some work to perform instead of leaving the conduct of such prosecutions, as at present, with the solicitors acting in the proceedings as agents for the Solicitor to the Treasury upon agency terms. Section 167 is also new, and provides that a discharge to a debtor or the acceptance of a composition or scheme of arrangement shall not exempt him from being proceeded with for any criminal offence of which he may have been guilty.

Section 168 is the interpretation clause of the Act. The definitions of "the court," "debt provable in bankruptcy," "person," "prescribed," and "property" are substantially the same as the definitions of those terms given in section 4 of the Act of 1869, with the addition of the words "or unincorporate" in the definition of "person," and the insertion of the words "and whether situate in England or elsewhere" in the definition of "property." The definitions of "affidavit" and "gazetted" are substantially the same as the definitions of those terms in rule 1 of the Rules of 1870, and the definition of "oath" is similar to the definition of "sworn" in those rules. The definitions of "ordinary resolution," "secured creditor," and "special resolution" are the same as the definitions of those terms in section 16 of the Act of 1869; and the definition of "resolution" also agrees with the Act of 1869, though there is no express definition of that word given in that Act. We commented upon the definition of "special resolution" in the last volume of this journal (27 Solicitors' Journal, p. 327), with regard to creditors under £10 being now included in calculating number as well as amount. The definition of "available act of bankruptcy" follows the definition of similar expressions in sections 31, 94, and 95 of the Act of 1869, as laid down by the cases of *Ex parte Crosbie, Re Bedell* (26 W. R. 119, L. R. 7 Ch. D. 123), and *Ex parte Gilbey, Re Bedell* (26 W. R. 768, L. R. 8 Ch. D. 248). The definition of "goods" is new, and saves the frequent use of the expression "goods and chattels" which appears in numerous instances in the Act of 1869. We commented upon the definition of "local bank," as bearing upon section 74, in the last volume of this journal (27 Solicitors' Journal, p. 629), and we also called attention to the definition of "sheriff" in discussing section 46 of the Act (*ante*, p. 178). The other definitions do not call for any remark. So far as the General Rules are concerned, other interpretations are contained in rule 2. Section 169 is the repealing section, and we have only to call attention to sub-section 3, which is a saving provision as to proceedings pending under the Act of 1869. Section 170 was inserted by the House of Lords in lieu of a provision inserted in section 169 in Grand Committee, which would have abolished proceedings for liquidation or composition after the passing of the Act, except as to those previously instituted. The chief effect of this section appears to have been to increase the cost of those proceedings by making an additional application to the court, supported by affidavits, necessary.

We now come to the schedules to the Act. The first schedule, which refers to section 15 of the Act, contains twenty-six rules regulating meetings of creditors. Rules 1 and 2 take the place of rule 89 of the Rules of 1870. In addition to alterations in the number of days' notice to be given, the official receiver is to summon the meeting, and by rule 3 he is to give notice thereof to each creditor, with a summary of the debtor's statement of affairs, and other particulars which will be most useful to creditors. Rule 4 also effects a considerable alteration in practice, and rule 5 is the same as a provision in sub-section 2 of section 89 of the new Act, coupling the official receiver with the trustee. Rule 6 is similar to rule 95 of the Rules of 1879; and rule 7 takes the place of provisions in sections 16 and 21 of the Act of 1869. The first part of rule 8 is similar to sub-section 2 of section 16 of the same Act, but the latter part of the rule requiring proofs to be lodged before the meeting is new. Rule 170 of the General Rules further provides that proofs intended to be used at the first meeting shall be lodged with the official receiver not less than one clear day before the meeting, but *quære* whether this is not *ultrà vires*. Rule 9 is the same as sub-section 3 of section 16 of the Act of 1869, and rule 10 is in substance the same as sub-section 4 of the same section. Rules 11 and 12 introduce an entirely new principle into bankruptcy practice with respect to the votes of creditors holding current bills of exchange bearing the names of other parties. Rule 13 is the same as a provision in section 103 of the Act of 1869, the other provision of that section being contained in sub-section 1 of section 59 of the new Act. Rule 14 follows a rule laid down by the Chief Judge in *Ex parte Ashworth, Re Hoare* (L. R. 18 Eq. 705), and rule 15 also follows the Act of 1869. Rule 16 introduces a new principle as to proxies, and with regard to the requirement that every insertion shall be in the handwriting of the person giving the proxy, we would ask how this requirement is to be complied with in cases of persons who cannot write? Rules 17 to 21 contain some further new provisions as to proxies, with the object of preventing the abuses which they have been subjected to under the Act of 1869. With regard to rule 19, which provides for proxies to be "deposited with the official receiver or trustee before the meeting at which it is to be used," rule 183 (2) of the General Rules provides that they shall be lodged "not later than the day before" such meeting, but it is open to question whether this is not *ultrà vires*. Rule 22 corresponds with a provision in section 84 of the Act of 1869, extending the power to the chairman of any meeting, but limiting it by making such power subject to "the consent of the meeting." Rule 23 is the same as rule 93 of the Rules of 1870, and rule 24 corresponds with the first

part of rule 94 of the same rules, extending the same to any meeting of creditors. Rule 25 is substantially the same as sub-section 1 of section 133 of the Act, following section 106 of the Act of 1869, and rule 26 is a new provision, the first part of which was inserted in Grand Committee, and the latter part, which practically stultifies the former portion, being inserted by the House of Lords. Further regulations as to meetings of creditors are made by general rules 184 to 190, and, with regard to proxies, by rule 183.

The second schedule refers to section 39 of the Act, and contains twenty-seven rules regulating proofs of debt. Rules 1 to 8 relate to proof in ordinary cases. Of these rules 4, 7, and 8 are new regulations. Rule 4, requiring a statement of account, &c., to accompany every proof, follows the Scotch practice, and rule 8, which was inserted in Grand Committee, provides for a practice which has of late years grown up with many wholesale dealers of invoicing their goods at a certain price, making a large deduction, amounting in some cases to twenty per cent. (as was the case in *Ex parte Worthington, Re Cumberland* (L. R. 3 Ch. D. 803), by way of discount for payment within a certain time, but, in case of failure, being able to prove for the larger amount. With regard to what are technically known as "trade" discounts, the law has always been that such disconnts must be deducted for the purposes of proof, the price of the goods being the smaller amount for which alone an action could be sustained, whilst in the case of "cash" discounts the price of the goods is the larger amount, the discount being an allowance in consideration of prompt payment in a certain time. The effect of the rule is to put "cash" discounts in excess of five per cent. on the same footing as "trade" discounts in case of failure. Rules 9 to 17 relate to proof by secured creditors. Of these rules 9 to 11 and clause (*a.*) of rule 12 are to the same effect as the present law, but the remainder effect an entire change with regard to realization of securities and the power to amend the same. Rule 18 is to the same effect as section 37 of the Act of 1869, substituting "debtor" and "receiving order" for "bankrupt" and "order of adjudication" respectively. Rule 19 is to the same effect as section 35 of the same Act, with a similar substitution; and rules 20 and 21 are to the same effect as rule 77 of the Rules of 1870, with a like substitution. The remaining rules (22 to 27) relate to the admission or rejection of proofs. Rules 22 to 24 are to the same effect as rules 72 to 74 of the Rules of 1870. Rule 25 is a new and much-required provision in the case of a trustee declining to interfere, which was inserted in Grand Committee on the motion of Mr. Gregory. Rule 26 is in effect similar to sub-section 2 of section 25 of the Act of 1869; and rule 27 is also a new provision, less extensive powers of a similar nature, however, being given to the registrar by rule 70 of the Rules of 1870. Further regulations as to proofs of debt are made by general rules 169 to 174.

The third schedule contains a list of metropolitan county courts, the districts of which are incorporated in the London Bankruptcy District under section 96. The fourth schedule contains a list of statutes relating to unclaimed dividends under section 162; and the fifth schedule contains a list of enactments repealed as to England by section 169.

The General Rules which have been prescribed pursuant to section 127 of the Act are 270 in number, and are divided into five parts. We have already referred to many of them in our comments upon the various sections of the Act, but it will be convenient to review shortly the changes effected by some of them.

Rule 14 corresponds with rule 12 of 1870, with some alterations of a verbal and unimportant nature, and the omission of the rate of charge per folio which appears at the end of the old rule, this being provided for (but at double the rate under the old rule) by the list of fees issued by the Lord Chancellor with the sanction of the Treasury. Rule 15 also corresponds in subject with rule 13 of 1870; but effects an entire change in practice by requiring a complete copy of each *Gazette* to be filed in every court; but only a memorandum of the date to be filed with the proceedings in each case, instead of a page of the *Gazette* containing the notice being filed with the proceedings in each case. Clause 4 is a further most useful provision having regard to the decision in *The Queen* v. *Lowe*, which we commented upon in the last volume of this journal (27 SOLICITORS' JOURNAL, p. 594).

Rule 16, which corresponds with rule 82 of 1870, effects some considerable alterations in providing for transfers of proceedings *from* the High Court to a county court, as well as from any county court to the High Court, or to another county court, there being no provision in the old rule, or in the section of the Act of 1869 under which that rule was made (section 80, sub-section 5), for the transfer of proceedings from the London Bankruptcy Court, though we believe this has frequently been done; and also in introducing the official receiver, this latter provision being necessary in consequence of the changes effected by the Act with regard to first meetings of creditors. There is also some little difference between rule 17 and rule 83 of 1870, the alternative of "seven days after the first meeting," the introduction of the official receiver, and the last line of the new rule all being new; but the only alteration made by rule 18 from rule 84 of 1870 is the omission of the word "book" before "post" in the third line. It seems to us that these rules will practically render sub-section 2 of section 97 of the Act a dead letter. The old rules were made consistently with the provisions of the old Act, but that Act having been entirely changed in this respect it was scarcely to be expected that the old rules should substantially have been re-prescribed. It is not likely that the judge of any county court will take the initiative for the purpose of transferring proceedings from his own jurisdiction; and we certainly never heard of any judge doing so under the late Act. Possibly that may have been by reason of the creditors having the power in themselves to remove the proceedings from one court to another; but, in our opinion, it would have been better to have left this power with the creditors, or, at least, to have left the initiative with them, and made it subject to the leave of the court. It is a reversal of the general policy of the law to give the creditors the power to veto or overrule the discretion of the court.

Rule 26 takes the place of rule 54 of 1870, and effects a considerable alteration in practice by reducing the time for filing affidavits from "two days before" to "not later than the day before" the hearing, and by omitting the provision in the old rule, that "no affidavit in reply or in rejoinder is to be used except by leave of the court," which provision was seldom acted upon, the courts almost invariably granting leave, and, if necessary, adjourning the hearing for that purpose.

Rule 28 effects an alteration in practice from rule 56 of 1870, in requiring a copy of the notice of motion, instead of a short note thereof, to be delivered to the officer of the court, and in other respects which we think will be found to be much more convenient; and rule 29 makes a decided departure from rule 57 of 1870, in abolishing the precedence given to the bar over the other branch of the profession by the old rule.

In rule 31 there is a considerable variation from rule 159 of 1870 as to the amount of a bond to be given as security. The new rule provides for the penal sum to be "not less than the sum in question" and probable "costs"; the old rule being that the penal sum in the bond of any person "other than a trustee" (this exception not appearing in the new rule) shall be "to the amount of double the sum in question up to the sum of £1,000; and where the sum in question exceeds £1,000, in the sum of £1,000 beyond such sum."

A new provision in bankruptcy relating to discovery, and giving the same powers with regard thereto as in an action in the High Court, is made by rule 64.

Rules 65 to 69 relate to "taking accounts of property mortgaged, and of the sale thereof," and correspond with rules 78 to 81 of 1870, but the new rules are confined to mortgages of "any part of the bankrupt's real or leasehold estate," whilst the old rules included not only such mortgages, but also pledges or securities over "any part of the bankrupt's estate or effects, real or personal." Further alterations in practice are made by rule 65 by substituting, in lines 9 to 11, "the court shall direct such accounts and inquiries to be taken as may be necessary for ascertaining," &c., for "the court will then proceed to take an account of," &c., and by inserting in line 16 the words, "if satisfied that there ought to be a sale," and the provision at the end of the rule that "at any such sale the mortgagee may bid and purchase."

Rules 71 to 74 make provisions as to "appropriation of pay, salary, pensions," &c., under section 53 of the Act, and correspond generally with rules 180 to 182 of 1870. A sensible alteration in practice is, however, made by rule 72, in requiring a copy of the proposed order to be sent to the chief of the department for his consent thereto, instead of a copy of the order after it had been made, which would only be operative after the con- sent of the chief of the department had been obtained.

Rule 79 corresponds in subject with rule 216 of 1870, but the requirement that the name and address of the solicitor suing out of serving any process shall be indorsed thereon is new in bankruptcy, and is taken from rule 1 of order 4 of the Rules of the Supreme Court, 1883. Rule 80 is substantially the same as rule 11 of order 65 of the same rules, and is also new in bankruptcy. Rule 81 corresponds with rule 58 of 1870, but applies also to officers of the High Court as well as high bailiffs of county courts, the old rule being confined to the latter. It also differs from the old rule in requiring the officers therein named only to serve such orders, &c., "as the court may require him to serve," instead of "all" orders, &c., and it does not include the preparation and insertion in the *London Gazette* and newspapers of all advertisements and notices, which duty is now undertaken by the Board of Trade, under rule 203, as regards gazetting, and, as regards the newspapers, by the official receiver or trustee.

Rule 98, as to costs, takes the place of the first part of rule 136 of 1870, but differs widely therefrom, the old rule simply providing that "the court may, in all matters before it, award such costs as to it shall seem fit and just."

Rule 104 gives the Board of Trade a right to have the taxation in any county court reviewed by a bankruptcy taxing master of the

High Court, which is a new provision; but there are no provisions made for any appeal against the taxation by a county court registrar beyond what is contained in this rule. Rule 105 is also a new provision, and will save the question of priority of costs where the assets are insufficient for the purpose of paying all costs in full being raised, as had to be done under the old rules in *Ex parte Page, Re Springall* (25 L. T. 716).

Rule 113, as to appeals, corresponds with rule 145 of 1870, substituting the High Court, in line 2, for the Bank of England, as required by the order of the 22nd of November, 1878, and stating the sum of £20 as the deposit on appeal, instead of a sum not less than £10 nor more than £40, to be fixed by the court. The proviso at the end of the rule is new, but the Court of Appeal exercised the discretion of increasing the amount of deposit to be made under the old rules in the case of *Ex parte Cooper, Re Baum* (26 W. R. 890).

CORRESPONDENCE.

ARTICLES OF APPRENTICESHIP.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I shall be glad if I can obtain an answer to the following point from one of your numerous correspondents.

By articles of apprenticeship, dated the 1st of January, 1880, a boy was apprenticed to a plumber, with wages increasing each year. This year they should be 10s. per week; the hours under the deed to be from "six in the morning until half-past five in the evening, loss of time through sickness or otherwise to be the loss of the said apprentice." The Government inspector objects to the boy working after, I think it is, two o'clock in the afternoon, and the master deducts from the boy's wages so much for the loss of time. Now, as the Factory Act was passed in 1878, the master must be presumed to have known of its provisions when the articles were signed. Can the boy recover from his master full wages?

Brighton, Jan. 30. A COUNTRY SOLICITOR.

ACKNOWLEDGMENT BY MARRIED WOMEN.

[*To the Editor of the Solicitors' Journal.*]

Sir,—A., B., and C. have recently executed a disentailing assurance of property to which they became entitled some years ago. A. was married before 1883. Her husband is a party to the deed, which was also duly acknowledged by her. The property, by virtue of this deed, is now vested in A., B., and C. in fee simple, as tenants in common. A. has now conveyed the property to the husband, under the Conveyancing Act of 1881. Will this latter deed also require acknowledgment? I submit not, inasmuch as her title by the disentailing assurance has accrued to her after the commencement of the Married Women's Property Act, 1882. HISTORICUS.

UNDERTAKING FOR SAFE CUSTODY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I have the authority of the reporter for saying that in the recent case of *In re Agg-Gardner* Vice-Chancellor Bacon did not give any opinion on the general question whether a trustee for sale is bound to give an undertaking for safe custody or not, but he merely decided that, in the case before him, the vendor had offered as much, or more than, the purchaser was entitled to. His Honour evidently considered that, the transaction being an enfranchisement, no future purchasers would be entitled to look into the lord's title at all, and, consequently, there was no necessity either for an acknowledgment or an undertaking. JOHN WHITCOMBE.

8, New-square, Jan. 31.

As the courts were sitting at Stafford, on Saturday morning, considerable excitement was caused by the discovery that the judges' lodgings, which adjoin the courts, and are, in fact, part of the same building, had caught fire. For some time the building was in serious danger, and it seemed not unlikely that the flames would spread to the courts, but, happily, after the fire had burnt for two or three hours, during which the roof at one time was seen to be a mass of flames, a fire-engine arrived on the scene and the flames were got under. The building, however, has been rendered perfectly useless for the present, the upper story having been completely gutted, and the remainder of the house so saturated with water as to be quite uninhabitable. The judges have accepted the hospitality of Mr. Salt, M.P.

THE NEW PRACTICE.

R. S. C., 1883, ORD. 37, RR. 1, 5; ORD. 38, R. 3—EXAMINATION DE BENE ESSE—AGE OF WITNESSES.—In a case of *Bidder* v. *Bridges*, on the 25th ult., the Court of Appeal (Lord SELBORNE, C., and COTTON, L.J.) held that it is not a matter of course to allow an examination of witnesses *de bene esse* on the mere ground that the witnesses are over seventy years of age. The question in the action was whether certain land was part of a common, and the plaintiff applied *ex parte* in chambers for leave to examine *de bene esse* more than thirty witnesses, who were all over seventy years of age. The only evidence in support of the application was an affidavit by the plaintiff's solicitor that he was informed and believed that the witnesses were material, and that they were above seventy. Pearson, J., made the order, but it was afterwards discharged by Kay, J., in court, on the ground that the solicitor's affidavit was insufficient in not stating what inquiries he had made. The Court of Appeal agreed in this view of the insufficiency of the affidavit, but allowed the matter to stand over to enable the solicitor to put in a better affidavit, stating what he had done to obtain information, and the facts to which particular witnesses would depose, and showing the grounds of his belief. The COURT said that there was jurisdiction in a proper case to make such an order *ex parte*, and, as a general rule, the fact that material witnesses were over seventy would be a *primâ facie* ground for making the order. Still the court was not precluded from afterwards discharging the order on the application of any party dissatisfied with it. In the present case, which was not an ordinary one, it was not a sufficient reason for making the order that a large number of witnesses were over seventy. Under the circumstances of the case the court ultimately allowed an examination *de bene esse* of witnesses over seventy-five. Lord SELBORNE, C., said that the order would be a matter of course in the case of a witness over eighty.—SOLICITORS, *Rooke & Sons; Bridges, Sawtell, & Co.*

[The rule thus laid down appears not to be in accordance with the practice as stated in Daniel's Practice (6th ed., vol. 1, p. 653). It is there said that an order for examination *de bene esse* will be made "when there is danger of losing the testimony of an important witness from death by reason of age, as when the witness is seventy years old and upwards," and this statement is supported by a reference to *Reeve* v. ——— (13 Ves. 261), and other authorities.]

R. S. C., 1883, ORD. 31, RR. 1, 2, 20—LEAVE TO DELIVER INTERROGATORIES—JURISDICTION—ACTION RELATING TO LAND IN IRELAND—CONCURRENT ACTION IN IRISH COURT.—In a case of *Houstoun* v. *The Marquis of Sligo*, before Pearson, J., on the 24th ult., a question arose as to allowing the delivery of interrogatories in an action which related to land in Ireland. The action was brought claiming a declaration that the plaintiff was, under a lease granted to him by the defendant, entitled to exclusive rights of sporting over certain lands in Ireland, and an injunction to restrain the defendant from exercising rights of sporting over the lands in question, and, if necessary, to have the lease rectified. Since the commencement of the action the defendant had brought an action in Ireland against the English plaintiff, and had obtained an injunction restraining him, until the trial of the Irish action, from sporting over the lands question. Both the plaintiff and the defendant had residences in England. The English plaintiff took out a summons in his action for leave to deliver interrogatories for the examination of the defendant, his object being to obtain admissions from the defendant to establish the plaintiff's case for a rectification of the lease. It was urged on behalf of the plaintiff, on the authority of *Attorney-General* v. *Gaskill* (L. R. 20 Ch. D. 519), that the court would not at the present stage consider the propriety of particular interrogatories. On behalf of the defendant it was contended that, the lands in question being in Ireland, and an injunction having been granted there against the English plaintiff, the court would not exercise jurisdiction. At any rate, the question of law as to the effect of the agreement between the parties ought to be determined in the first instance. PEARSON, J., refused the application. He referred to a case before Lord Hatherley, when Vice-Chancellor, in which there was a suit relating to lands, the greater part of which was situate in Ireland, a small part only being in England, and, after hearing the case fully argued, the Vice-Chancellor reserved his judgment until after a pending suit in Ireland should have been determined, so as to avoid any possibility of conflict of opinion between the English and the Irish courts. PEARSON, J., said that he should follow this precedent, and should direct that no further proceedings should be taken in the English action to add to the expense of litigation until a final decision of the Irish action. This would do no harm to the plaintiff, because he could appeal from the decision of the Irish court to the House of Lords.—SOLICITORS, *Rogers & Whately; Parkin, Pugden, & Woodhouse.*

R. S. C., 1883, ORD. 5, R. 9; ORD. 18, R. 2—ACTION FOR RECOVERY OF LAND—LEAVE TO JOIN OTHER CAUSE OF ACTION—AMENDMENT OF WRIT AFTER ISSUE AND BEFORE SERVICE.—In a case of *Hunt* v. *Fenshaw*, before Pearson, J., on the 29th ult., an application was made for leave to amend a writ which had been issued, but not served, under the following circumstances:—The action was brought by first mortgagees of real estate against the second mortgagee and the mortgagor, claiming to have the ordinary mortgage accounts taken, and to enforce their security by sale or foreclosure. The mortgagor was in possession, and the plaintiff desired to add an express claim for the recovery of possession of the property. In order to the joining of this cause of action with the others it was necessary, under rule 2 of order 18, to have the leave of the court, and inasmuch as under the new practice (ord. 5, r. 9) a plaintiff in the Chancery

Division cannot now mark his writ before it is issued with the name of any particular judge, the leave required could not be obtained, as it was before the new rules came into operation, before the issue of the writ. The application, therefore, took the form of an application to amend the writ after it had been issued. PEARSON, J., gave the leave asked.—SOLICITORS, *Mackeson, Taylor, & Arnould.*

JUDGES' CHAMBERS.*

QUEEN'S BENCH DIVISION.

(Before MATHEW, J.)

Jan. 25.—*Jacobs, Hart, & Co.*, v. *Brown and another.*

Third-party notice—Claim to indemnity—Contracts of sale and re-sale—Directions for trial—Ord. 16, rr. 48, 52.

This was a summons for directions under ord. 16, r. 52.

The action was brought for breach of a contract by the defendants to sell to the plaintiffs fifty quarter-casks German spirit pure white, 65 to 68, at 1s. 5½d. per proof gallon, f.o.b. ship at Hamburg for shipment to Australia. Good casks for export. Cash, less discount, for two months at five per cent. per annum. The alleged breach was short delivery through the leaky and defective condition of the casks. To fulfil their contract with the plaintiffs the defendants had purchased from one F. H. Godsell, fifty quarter-casks of spirits, about 68 over proof, at 1s. 4d. per proof gallon, free on board in Hamburg; good sound casks fit for export. The defendants had applied for leave to serve a third-party notice upon Godsell, and on the hearing of that application the plaintiffs had appeared and objected to leave being given; but the order had been made, and Godsell served with a notice that the defendants claimed to be indemnified by him against liability in respect of the contract or any breach thereof.

Bray, for the third party, Godsell.—There may be a common question to be tried here, which would have brought the case within rule 17 of the former order 16; but that rule has now gone altogether. The new rule, 48 of order 16, is confined to cases of contribution or indemnity; and it is submitted that the case of a sale and re-sale is neither. Godsell has not agreed to indemnify the defendants. He swears that he had no notice of any sub-contract. The damages would be different here between the plaintiffs and defendants, and between the defendants and the third party. It is submitted that the defendants' claim to indemnity must cover the whole of the plaintiffs' claim. The new rules intended that only the simple case should now be tried where the whole question between the plaintiff and defendant and between the defendant and third party is one and the same. He cited *Schneider* v. *Batt* (50 L. J. Q. B. 525).

L. H. Pyke, for the defendants.—One of the defendants swears that he told Godsell of the sub-contract.

Horne Payne, for the plaintiffs, did not object to directions being given.

MATHEW, J.—The third party represented to the defendants that what was sold by him to them was of a certain quality, and the defendants represented it to be of the same quality when they re-sold it to the plaintiffs. That is a ground for a claim for indemnity. All that is necessary is that the defendants should have a *bonâ fide* claim for indemnity against the third party. It need not go to the whole of the plaintiffs' claim against them. Indemnity is claimed here with respect to the condition of the casks at Hamburg. I think that the third party can only be bound as to the question of the condition of the casks.

Order:—Third party to be at liberty to attend trial and take such part therein as he may be advised upon the questions as to whether the casks were good, sound casks fit for export at Hamburg, and as to the damages in respect of the breach, and be bound in respect of those matters by the judgment in the action, whether he attend or not. Costs reserved for the judge at the trial.

Solicitor for the plaintiffs, *H. Montagu.*
Solicitors for the defendants, *Ellis, Son, & Crossfield.*
Solicitor for the third party, *R. Plews.*

Jan. 26.—*Central News Company (Limited)* v. *Eastern Telegraph Company and others.*

Evidence—Order for attendance of witness before trial—Production of documents—Ord. 37, r. 7.

An order will not be made for the production of documents, before the trial of the action, by a person not a party to the action, except for the purpose of a particular motion or proceeding.

This was a summons by the defendants, referred by Master Johnson to the judge, for an order that the Electric News Company should, by their secretary, attend before the master and produce certain tapes, containing news transmitted by them to their subscribers, and also all books or papers showing the receipt by them on certain days of messages from the plaintiffs.

The action was brought against the defendants for conspiring together to publish news belonging to the plaintiffs. One of the defences set up was that the news in question was published by the plaintiffs to other people before the defendants published it, and that, therefore, it was public property.

Jeune, and *Moulton*, for the defendants.—This application is made under ord. 37, r. 7. The defendants' case is that this news, before they published it, was supplied by the plaintiffs to the Electric News Company, and published by the latter. It is consequently most important for them to ascertain what it was exactly that the Electric News Company did publish, and at what time they published this news. The Electric News Company publish their news on tapes that are evolved from self-acting machines. These tapes are marked with the exact time of their publication. It is submitted that ord. 37, r. 7, gives power to make the order asked for. That rule is founded on section 46 of the Common Law Procedure Act, 1854, but with important alterations. Under the Common Law Procedure Act, the order could only be made upon the hearing of any motion or summons. It can now be made "in any cause or matter at any stage of the proceedings." In order to prevent abuse of this extended power, a proviso is also added that it shall only extend to documents which the person ordered to attend might have been compelled to produce at the trial. These are such documents; and it is submitted that great expense will be saved if the Electric News Company are ordered to produce them now instead of waiting till the trial, when they will have to produce them under *subpœna*.

C. Dodd, for the plaintiffs, was not called upon.

It was stated, on behalf of the Electric News Company, that they objected to produce the documents.

MATHEW, J.—Is not the object of the rule that the judge should have power to summon before him, upon the hearing of any application, any person who may have documents that may seem to him to be material in deciding the application then before him? It surely cannot be intended that a judge, on the application of a party to an action, should make an order for the attendance of any person to be examined or to produce documents. I think that, at all events, an order of this kind can still only be made upon the hearing of a particular motion or proceeding.

No order.

Solicitors for the defendants, *Bompas & Co.; Bircham & Co.*
Solicitors for the plaintiffs, *Rollit & Son.*
Solicitor for the Electric News Telegraph Company, *C. J. Smith.*

Jan. 30.—*Speckhart* v. *Campbell, Achnach, & Co.*

Service of writ out of the jurisdiction—Infringement of patent by Scotch firm—Goods sent to purchasers in England—Action for injunction—Ord. 11, r. 1 (*f.*).

This was a summons to discharge an order giving leave to serve a writ in Scotland.

It was alleged in the plaintiff's original affidavit that the action was brought for infringement of a patent, of which the plaintiff was proprietor, for improvements in the manufacture of cases or protectors for watches; that the defendants carried on business at Aberdeen, and had no place of business or residence within the jurisdiction; that the defendants had largely sold and offered for sale at Liverpool and other towns in England watch protectors that were an infringement of the plaintiff's patent; and that the plaintiff was desirous of commencing an action against the defendants for damages for the infringement of the plaintiff's patent, and an injunction to restrain the defendants from disposing of watch protectors in infringement of the patent. An affidavit from a member of a firm at Liverpool was also filed, stating that four watch protectors like the plaintiff's had been purchased by them from the defendants, and had been sent to them at Liverpool from Aberdeen. Field, J., gave leave to serve the writ upon the defendants in Scotland.

Nicoll, for the defendants.—There was no power to allow service out of the jurisdiction of this writ. It does not come within ord. 11, r. 1 (*f.*). The injunction that is sought is not as to anything to be done within the jurisdiction. The property in these goods passes on the posting of them; and therefore everything that is complained of—viz., the manufacturing, offering for sale, or selling of these goods—was done in Aberdeen. Assuming that there is a clear infringement of the plaintiff's patent in Aberdeen, there would be no power to issue this writ. Secondly, leave should not have been given to issue this writ, as the affidavit was defective in not alleging the non-existence in the defendants' place of residence of a local court having jurisdiction in the matter. The defendants now swear that there is a sheriff's court in Aberdeen having jurisdiction in the matter, and that the case could be more conveniently and cheaply tried in Scotland. The plaintiff is a foreigner resident abroad, and may as well try his case in Scotland as in England. Wherever there is power to give leave to serve the writ in Scotland the considerations mentioned in rule 2 are to be egarded. He cited *Lenders* v. *Anderson* (L. R. 12 Q. B. D. 50); *Ex parte McPhail* (27 W. R. 525, L. R. 12 Ch. D. 632); *Woods* v. *McInnes* (27 W. R. 49, L. R.4 C. P. D. 67).

T. Willes Chitty, for the plaintiff.—This is an action for an injunction to restrain the infringement of a patent in England. Sending the articles to Liverpool was an infringement in England. It is doubtful whether the Scotch courts could grant an injunction to restrain infringements of the patent in England. Even if the Court of Session could, the sheriffs' or small debts courts, mentioned in rule 2, could not. All the plaintiff's witnesses reside in London and Liverpool. The defendants rely simply on the fact that they reside in Scotland. The wording is different to that of rule 1*a*. of the old rules, and it is submitted that the *onus* as to the preponderance of convenience is now on the defendants.

MATHEW, J.—I am against the contention of the defendants, that an injunction is not sought here as to anything to be done within the jurisdiction, and that there was, therefore, no power to issue this writ. On the question of convenience, I do not see how it can be more convenient to try this case in Scotland. The plaintiff's case is that there has been an infringement of his patent in England, and the witnesses to prove that the articles in question were sold here must necessarily reside here. The

* Reported by A. H. BITTLESTON, Esq., Barrister-at-Law.

defendants say that they have a right to sell these things in England; but they cannot want witnesses from Scotland to prove that. I shall not set aside the service of the writ.

No order; costs in the cause.

Upon the application of the plaintiff an order was then made, on the usual terms, for an *interim* injunction till the hearing.

Solicitor for the plaintiff, *Herbert Bentwitch*.

Solicitors for the defendants, *W. W. Wynne & Son*.

CASES OF THE WEEK.

TRUSTEE—COSTS.—In a case of *Stott* v. *Milne*, before the Court of Appeal on the 30th ult., an important question arose as to the costs of trustees. The action was brought by a tenant for life against trustees and executors for the administration of an estate. The plaintiff alleged that the trustees had improperly retained out of income the costs of certain actions which they had brought on behalf of the trust estate, and that, if those costs had been properly incurred, they should have been paid out of *corpus*, not out of income. And the plaintiff claimed payment by the trustees personally of the amount which they had thus retained out of income. Bristowe, V.C., held that the actions had been properly brought, and that the costs ought to be allowed out of *corpus*, and he held that the trustees were wrong in retaining the costs out of income, and ordered them, therefore, to pay the costs of the present action up to the trial. The Court of Appeal (LORD SELBORNE, C., and COTTON and LINDLEY, L.JJ.) reversed this decision, and held that the trustees were entitled to their costs of the action out of the trust estate. LORD SELBORNE, C., said that the right of a trustee to be paid out of his trust estate costs properly incurred on behalf of that estate was in the nature of contract, and his right was a charge prior to the right of the tenant for life, or any other *cestui que trust*. The costs of the actions having been properly incurred, the trustees were entitled to retain them out of the income in the first instance, though they were ultimately chargeable against *corpus*. COTTON and LINDLEY, L.JJ., concurred.—SOLICITORS, *Thomas Parker; Earle, Sons, & Co.*, Manchester.

WRIT OF ELIGIT—BANKRUPTCY ACT, 1883, s. 146, 169.—Judgment was given by the Court of Appeal (LORD SELBORNE, C., LORD COLERIDGE, C.J., BRETT, M.R., and BOWEN, L.J.), on the 30th ult., in the case of *Hough* v. *Windus*, upon the question whether a writ of *elegit* which was issued before the Bankruptcy Act, 1883, came into operation could be executed. Section 146 of that Act provides that "the sheriff shall not, under a writ of *elegit*, deliver the goods of a debtor, nor shall a writ of *elegit* extend to goods." And section 169 repeals 13 Edw. 1, c. 18, as to writs of *elegit* against the goods of the debtor, but provides "that the repeal effected by this Act shall not affect any right acquired or duty imposed under any enactment so repealed." In this case judgment had been recovered in May last; the writ of *elegit* was issued on the 20th of December, and the sheriff entered and took possession on the 22nd of December; but the goods were not delivered to the creditor before the 1st of January. The debtor then applied for an order on the sheriff to withdraw, on the ground that he could no longer execute the writ, and a divisional court ordered the sheriff to withdraw. LORD COLERIDGE, C.J., read a written judgment prepared by Lord Selborne, C., and in which Lord Coleridge concurred. In the judgment Lord Selborne said:—The enactment supposed to have the effect of taking away the creditor's right is contained in the 146th section: "That the sheriff under a writ of *elegit* shall not deliver the goods." According to the ordinary presumption, the words "writ of *elegit*" as here used would refer to a writ issued after, and not before, the commencement of the Act; and the latter part of the enactment—"that the writ shall not extend to the goods"—cannot, without much violence, receive any other construction. The writ was issued in this case before the Act came into operation, under an Act unrepealed, and it extended to the goods. If the Legislature had intended as from the 31st of December to alter the construction as well as to intercept the further execution of the writ, then it could have found a more appropriate way of expressing it than by saying that "the writ of *elegit* shall not extend to the goods." It has been suggested, indeed, that these words refer solely to a writ of *elegit* issued before the commencement of the Act. Such a construction, however, interpolates a limitation which, if intended, might have been expressed. If these words refer to writs to be issued afterwards, there is a strong reason for construing the same words—"writ of *elegit*"—when they first occur in a similar context as having the same meaning, especially as there is added an express enactment that as to another writ of execution—"*levari facias*"—no such writ shall be issued, whereas here the language is different. The main argument urged on behalf of the debtor was that any other construction than that adopted by the court below would make this enactment superfluous, and so offend against the well-known rule of construction—that full effect must be given to all the words used. But after a full consideration of this argument I am unable to give effect to it. There is no difficulty in giving effect to all the words consistently with the other construction. And though it may be that what is said in the first or second part of the section might have been left to be inferred in law from what is said in the other, there is no such presumption against fulness of expression in a statute as to amount to a rule of interpretation pointing to a construction different from what might otherwise be arrived at. If, no doubt, the words were of doubtful interpretation, the construction most in accordance with the general policy of the statute is to be preferred; but for the reasons given I find nothing here from which I can infer that it is the policy of the Act to destroy rights already acquired under process issued and put in course of execution before the Act came into operation. Nothing would be so mischievous as to attempt to wrest words from their plain and natural meaning only because they are supposed to be superfluous. According to my construction of the 146th section, the words "that the sheriff under an *elegit* shall not deliver the goods" take away for the future this remedy against the goods which the writ of *elegit* gave to the judgment creditor, and the subsequent words require the form of the writ to be altered, as it is not to extend to the goods, and I cannot accede to the argument that because express words may have been inserted *ex abundanti cautelâ* which may not have been really necessary, the construction of these or the other words ought to be altered. The delivery of the goods by the sheriff is the whole advantage of the writ of *elegit* given to the creditor; the other things done are merely preliminary and implied from the main duty to be performed. The words of the 146th section plainly refer to this. The enactment that the sheriff shall not deliver the goods takes away from the creditor the sole remedy under the writ, and a construction which deprives the creditor of his right to the delivery of the goods in the hands of the sheriff under his writ before the Act came into operation would destroy the whole of his vested right under the Statute of Westminster, and would give the enactment as against him a retrospective operation. Then, as to section 169, it appears to me to show still more clearly that the Legislature did not intend, under such circumstances, to take away the creditor's right. That clause expressly repeals the parts of the Statute of Westminster which provide a remedy by writ of *elegit* against the goods. Those who think it improbable that the Legislature would have devoted more words than necessary to the same object meet here with an express repeal of the enactment, which, on any possible construction of section 146 except that which makes it retrospective, has been already deprived of all force and effect. And if the principle that the words are inserted *ex abundanti cautelâ* is sufficient to explain this, how much more is it sufficient to explain the insertion in section 146 of words dealing with the form of the writ, while previous words are dealing with its substance? It is therefore clear that the Legislature thought it right to confirm and corroborate by an express repeal the words of section 146. But that repeal is accompanied by a saving clause, which, if applicable to the repealed portion of the Statute of Westminster, preserves the creditor's right in this case; for it is provided expressly that the repeal shall not affect rights already acquired. I am satisfied that the repealing clause may be read together with the other, and that the repealing clause adds nothing substantially to the effect of it, and gives the saving no more narrow construction than it would have had if the saving clause had been inserted immediately after the words "the sheriff under a writ of *elegit* shall not deliver the goods." It was argued that the saving parts of the repealing clause would not apply to any express antecedent provisions inconsistent therewith, and to this I agree; but the fallacy of that argument is that it assumes an inconsistency which I do not find to exist. There are no words in section 146 which expressly say, or from which it can be inferred, that any such right as is saved by section 169 was intended to be taken away in a case such as this. I find, further, in section 169 an express enactment that the words used shall not affect any right already acquired under the repealed enactment. The execution creditor had under these words a right to the delivery of the goods seized (within a reasonable time), and there was a duty incumbent on the sheriff so to deliver them. That right and that duty are expressly reserved, and, under these circumstances the order appealed from is erroneous, and ought to be reversed. BRETT, M.R., said he had come to the conclusion, though with great doubt and hesitation, that the Legislature in this Act had been intentionally verbose and tautologous, and had said, and intended to say, the same thing twice over. Having come to that conclusion, the interpretation already arrived at must follow. But he desired to say that he could be no party to any attempt to do away with an acknowledged rule of construction unless in extreme cases. He thought that this was an extreme case; but he entered his most earnest protest against this mode of drafting Acts of Parliament, which certainly did not conduce to clearness. BOWEN, L.J., concurred in the decision arrived at, and intimated that Lord Justice Cotton also concurred.

VENDOR AND PURCHASER—RIGHT TO RESCIND CONTRACT FOR SALE—POWER OF COURT TO DECLARE LAND FREE FROM INCUMBRANCES—CONVEYANCING ACT, 1881, s. 5.—In a case of *In re The Great Northern Railway Company* v. *Sanderson*, before Pearson, J., on the 22nd inst., a question arose as to the power given to the court, by section 5 of the Conveyancing Act, 1881, to declare land, which has been agreed to be sold, free from incumbrances, on the terms of payment of money into court to satisfy them. Section 5 provides—"(1) When land, subject to any incumbrance, whether immediately payable or not, is sold by the court, or out of court, the court may, if it thinks fit, on the application of any party to the sale, direct or allow payment into court, in case of an annual sum charged on the land, or of a capital sum charged on a determinable interest in the land, of such amount as, when invested in Government securities, the court considers will be sufficient, by means of the dividends thereof, to keep down or otherwise provide for that charge; and, in any other case of capital money charged on the land, of the amount sufficient to meet the incumbrance and any interest due thereon; but, in either case, there shall also be paid into court such additional amount as the court considers will be sufficient to meet the contingency of further costs, expenses, and interest, and any other contingency, except depreciation of investments, not exceeding one-tenth part of the original amount to be paid in, unless the court, for special reasons, thinks fit to require a larger additional amount." "(2) Thereupon, the court may, if it thinks fit, and either with

or without any notice to the incumbrancer, as the court thinks fit, declare the land to be freed from the incumbrance, and make any order for conveyance, or vesting order, proper for giving effect to the sale, and give directions for the retention and investment of the money in court." In the present case, a railway company agreed to sell some land which they had purchased for the purposes of an undertaking which they had afterwards been authorized to abandon. The price agreed upon was £868, the land comprising about six acres. The agreement provided that the company should deliver to the purchaser an abstract of their title to the property "as freehold of inheritance free from incumbrances," commencing with the conveyance to the company, and that, if the purchaser should decline to waive any valid objection which he might make to the title, the company might at any time rescind the contract without paying to the purchaser any costs or other compensation. By the abstract of title which was delivered it appeared that the land was subject to a perpetual rent-charge of £63 a year, this being the consideration which the company had given when they purchased the land. The purchaser required the company to procure the release of the land from this rent-charge. The company offered to indemnify the purchaser against it, and insisted that he was not entitled to anything more than this indemnity. The purchaser declined to waive his objection, and the company gave notice to rescind the contract. The purchaser took out a summons under the Vendor and Purchaser Act, 1874, asking a declaration that he was entitled to have the property relieved from the rent-charge and conveyed to him free from incumbrances, in pursuance of the terms of the contract. It was contended on behalf of the purchaser that the company, having contracted to sell the land free from incumbrances, were bound to apply to the court, under section 5, to relieve the land from the rent-charge. PEARSON, J., held that the company were not bound to make such an application, and that they were entitled to rescind the contract if the purchaser declined to waive his objection. His lordship said that the contract was clearly entered into under a mistake; it was impossible to suppose that the company's advisers were aware of the existence of the rent-charge, which was evidently worth a great deal more than the value of the land. If they had known of it they could never have entered into so absurd a contract. The question was whether the court could order the company to take steps, under section 5, to free the land from the rent-charge. Now, the section was in its terms permissive, and here the sum which would have to be paid into court to satisfy the rent-charge, with an addition of ten per cent., would be at least £2,300. The first question was whether the section applied at all to such a case as the present. His lordship was inclined to think it did not. He was asked to say that the vendors ought to make an application under section 5 when they did not wish to do so. The section empowered the court to "direct or allow" a payment into court to be made. He thought the word "direct" applied to sales by the court, and the word "allow" to sales out of court. This rent-charge was secured on the property by virtue of an Act of Parliament, and he felt great difficulty in holding that section 5 enabled the court to take away from the persons entitled to the rent-charge that which an Act of Parliament had given them, without their consent and even without any notice to them. But, supposing that the court could do this on the application of the present vendors, the question remained whether the court could insist on the vendors making such an application where they would have to pay into court a sum nearly three times as much as the purchase-money of the land. He was not aware that, when a contract had contained such a provision for its rescission by the vendor, the court had ever said that the vendor was not entitled to rescind, when the result of his not doing so would be to impose on him terms which he never could have contemplated, and which, if he were not a rich man, would inflict the greatest possible hardship on him. The decision of the court ought not to depend on the length of the vendor's purse. In the case of an ordinary vendor his lordship would have declined to make him pay into court a sum equal to about three times the amount of the purchase-money, and he must apply the same rule to the company. He held, therefore, that they were entitled to rescind the contract unless the purchaser would waive his objection.—SOLICITORS, *M. & H. Turner; Nelson, Barr, & Nelson.*

SETTING ASIDE SETTLEMENT—INDEPENDENT ADVICE—DUTY OF ADVISERS ON RE-SETTLEMENT OF FAMILY ESTATE.—In a case of *Lovell* v. *Wallis*, before Kay, J., the judgment in which was delivered on the 29th ult., the plaintiff sought to set aside a re-settlement of a family estate, on the ground of undue haste in its preparation, want of proper legal advice, and ignorance of its irrevocable nature. It appeared that the estate stood settled on an aunt of the plaintiff for life, then to the plaintiff's mother for life, and then on the plaintiff in tail male, with remainder to his cousins, daughters of the tenant for life. The plaintiff attained his majority on the 10th of December, 1878, and shortly before that date Mr. Wallis, clerk in the firm of Messrs. Sandilands, Humphry, & Armstrong, who had acted for the plaintiff's family, was applied to by the plaintiff's mother with reference to a re-settlement of the estate, and her evidence was to the effect that he impressed on her throughout the necessity of keeping secret from her son the effect of the proposed settlement, which view of his conduct, it will be seen, was not adopted by his lordship. During the preparation of the necessary deeds Mr. Wallis suggested to the plaintiff that he ought to be represented by a separate solicitor, and suggested for this purpose a Mr. Lovell Keays, who had previously acted for the plaintiff with reference to another matter. Accordingly Mr. Keays was retained by the plaintiff for this purpose, the matter being attended to by Mr. Bester, his managing clerk. It appeared from the entries of Wallis and of Bester, and from their bills of costs, that they had conferred together on two occasions for several hours upon the terms and effect of the deeds, and comparing them with the engrossments; and on the execution of the deeds by the plaintiff and his mother on the 2nd of January, 1879, both Mr. Bester and Mr. Keays were present, the latter at Mr. Wallis's suggestion. There was nothing unusual in the limitations of the settlement under which the plaintiff took an estate for life, with remainder in favour of his issue, and, in default of such issue, in favour of his cousins, with an ultimate remainder in fee to the plaintiff. The evidence of Mr. Keays and Mr. Bester was that the plaintiff declined their offer to explain the deeds to him, on the ground that he knew the general result of what he was doing and would probably not understand the details. The plaintiff's aunt executed the deed as protector of the settlement, under the advice of Mr. Wallis. She died in November, 1881, before the writ in the action was issued. Mr. Wallis died in May, 1882. KAY, J., decided that the plaintiff had failed to make out his case. His lordship said there seemed to be a general impression that it was an easy thing to obtain a judgment of the Chancery Division setting aside a voluntary deed, and referred to the case of *Clennell* v. *Clennell* (W. N., Jan. 26, 1884, p. 14, 28 SOLICITORS' JOURNAL, p. 238), in which an attempt was made to do so *in a short cause*, which naturally failed. The deed now impeached, which was said to be voluntary, was, in fact, a re-settlement of a family estate, and the law on that subject, as deducible from the authorities, was very plain, to the effect that, where no party to the transaction obtained any advantage from the person making the re-settlement, the court was bound, in the absence of fraud or unfair dealing with that person, to view the transaction with favour. It was evident that, without the concurrence of his aunt as the protector of the settlement, the plaintiff could only have acquired a base fee, to endure during the continuance of his male issue. By her concurrence, he acquired at least the possibility of benefit to him, in the shape of a power to jointure any wife he might marry and portion his children, which, owing to the possibility of his dying before his aunt, he could not have done during her life in any effective manner. His lordship then stated the material dates in the case and the grounds of action as stated in the claim, and went on to say:—Wallis, the person most active in the transaction, unfortunately died before he could give any evidence on the subject. The evidence of the plaintiff's mother was that he had throughout impressed on her the necessity of keeping secret from her son the effect of the proposed re-settlement, and his lordship would have found difficulty in characterizing this conduct as it deserved, but it seemed to him utterly incredible. It was quite inconsistent with the entries made by Wallis, who, moreover, had no personal interest whatever in the matter, and was shown by the evidence of his employer, Mr. Sandilands, to have been a man of high character and a careful man of business. It was in every way more probable that the lady's evidence on the subject was untrustworthy, which, indeed, was evident from other statements of hers which could be tested and shown to be inaccurate. And the fact of Wallis recommending the plaintiff to employ a separate solicitor to protect his interests, and suggesting Mr. Lovell Keays for this purpose—a gentleman who had been previously employed in business matters connected with the family—was wholly inconsistent with any idea of concealment on his part. It was clear, too, from the entries of Mr. Bester, that he had ample opportunity of ascertaining the terms of the deed. Of their general effect the plaintiff himself admitted that he was aware, and he declined further explanation on the subject, and although, if his advisers had insisted on giving him such explanation, this action would probably have become impossible, yet, being aware of his general knowledge on the subject, they were justified in allowing him to execute the deed without insisting on explaining the details to him—details which, it is evident, he left to their care, and which might safely be trusted to them. The plaintiff, having an accurate knowledge of the general effect of the deed, was as much bound by their acts as if he had himself drawn the deed. The action must be dismissed, with costs.—SOLICITORS, *Gregory, Rowcliffe, & Co.*, for *G. D. Harrison*, Welshpool; *Ellis & Ellis; Milne, Riddle, & Milne.*

NORTH-EASTERN CIRCUIT

YORK.

(Before FIELD, J.)

January 29.—*Reg.* v. *Houltby.**

In this case John Houltby, cartman, was charged with arson for firing stables and outhouses in his occupation, with intent to defraud the Westminster Fire Insurance Company at Hull, in November last.

Gane, for the prisoner, before opening the defence, applied that the prisoner might be permitted to make a statement, and referred to the statute empowering a magistrate to take a statement before committal, as bearing on the question. The right of the prisoner to make the statement existed at common law, and was not removed by 6 & 7 Will. 4, c. 114. The prisoner ought not to be debarred from stating his facts. His power to do this has never been taken away.

Lockwood, Q.C., for the prosecution, objected to the statement by the prisoner. He referred to *Rex* v. *White* (3 Camp. 98). So far counsel for the defence has shared no responsibility for the defence with the prisoner. He has done all himself. Now he says he as well as the prisoner should address the jury.

FIELD, J.—Does Mr. Gane propose that the prisoner should speak before the prosecution sums up?

Gane.—Yes, though I should prefer it afterwards, but think in fairness it should be before.

FIELD, J.—The facts are these. The prisoner has been willing to offer

* Reported by A. BENCE-JONES, Esq., Barrister-at-Law.

his defence by counsel, and has been defended by cross-examination on his behalf. The prosecution have given their evidence. Counsel for the defence does not propose to open the case for defence until he has asked that the prisoner may make a statement—counsel reserving his right, in the language of the statute, to make "a full and complete defence," engaging not to state as evidence anything in the prisoner's statement. But he declines (and obviously for good reasons) to state all circumstances which might be stated. He must either state all or omit some, and, in either case, I fail to see the advantage to the prisoner. As an advocate, Mr. Gane allows that the prisoner's statement could not be evidence, and the jury must be told not to rely on a single word of it. It is proposed that the counsel for the Crown should wait until after the statement, and that then the defence should speak. Mr. Gane says he is entitled to do this; but he has not shown that any such practice has prevailed, or that the prisoner should make his defence partly by counsel and partly in person. The prosecution in this case mentions Lord Ellenborough's decision on an indictment for libel in *Rex* v. *White* (3 Camp. 98). [The case was gone into in detail.] The facts are somewhat similar to those in the present case, with this difference, that, in *Rex* v. *White*, counsel was only instructed to argue any point of law that arose. Here it is otherwise. Here Mr. Gane says, "I dissever myself from a full and complete defence, and will not make it, having received instructions that the prisoner should address the jury." But all Lord Ellenborough says in this case is important. Here, as there, reference is made to cases which, though of great weight as occurring at *Nisi Prius*, do not actually bind me here. It would be otherwise if they were in the Court of Crown Cases Reserved. Lord Ellenborough naturally feared confusion from a double defence, and he would not allow both defences to go on. He declined to allow a severance of the defence into two parts, and, in my opinion, this view is correct. The contrary practice must give rise to confusion, and he emphasizes a fact in which I entirely concur. The prisoner's power to instruct counsel to put particular questions is sufficiently extensive. In fact, Lord Ellenborough refused to allow the defence to be split up into two parts because there was no precedent for it. The next step in the history of this matter is statute 6 & 7 Will. 4, c. 114. Lord Campbell's reported case, it will be remembered, occurred in 1811. It must have appeared by this time that prisoners suffered injustice from the absence of counsel's defence; and Mr. Gane refers to this statute as bearing in his favour. The words "full answer and defence" are the important question. The change in the law made by this statute was that a prisoner should be free to make a full and complete defence by counsel, for, no doubt, *he* might make a full answer and defence before the statute. It gave him an alternative, and he had to elect which course he would pursue—full defence by either was permitted. There is a decision on this Act two years after it came into force. The decision was that of Pattison, J., in *Reg.* v. *Ryder* (8 C & P 539), and the indictment was for murder in various counts. Mr. Williams (afterwards judge) applied for leave for the prisoner to make a statement, just as in this case. Practically, the judge said that, if the prisoner makes a statement which cannot be supported by evidence, it cannot be received; but, if only comment is made, counsel can do that much better than the prisoner. In this I entirely agree, and it appears strictly applicable. But, later on, another alteration is made. If the prisoner is defended by counsel, the judge must ask if evidence is adduced for the defence; if it is, counsel for the prosecution may again address the jury; and this is all the change made by the more recent Act of the present reign. If Mr. Gane's argument is correct, he might claim two openings just as much as one speech by himself and one by the prisoner. But I think it was intended that the prisoner should elect, before cross-examination of the first witness for the prosecution, how he will proceed. Besides the authorities already mentioned, several authorities, cases occurring on circuit, have been cited, to all of which, but one, I have paid respect. That one I decided myself. As to the case of *Reg.* v. *O'Donnell* I only know what has appeared in the newspapers. But, in the case now before me, I have done what I did in a case referred to by Mr. Tindal Atkinson at Leeds. I required then, as now, a distinct statement of all the facts, and what the application to me exactly was. And I accordingly decide (after consulting with my brother Day) that the proposed course is unwarranted by law or authority, and would be productive of the highest inconvenience if followed. The learned judge then added:—I cannot make law because I think the law is unjust. Many persons think that a prisoner's statement would be a great advantage to the prisoner. But I doubt if this is the opinion of those who are most mixed up with these things. In almost all the cases in the calendar now before me, I think it would have been otherwise. In special cases it may be convenient to make an exception; I have full power, if I see fit, to allow such a statement, and should not hesitate so to do if it would facilitate the course of justice. But it cannot be claimed as of right; and in this case it would not be convenient.

COUNTY COURTS.

MANCHESTER.

(Before Mr. REGISTRAR LISTER).

Jan. 21.—*In re Heath.*

In the matter of John William Heath,

Cobbett, who appeared on behalf of the debtor, made the following application:—He said that the court made in this case a receiving order on the debtor's petition on the 17th inst. By the 16th section of the Act, when a receiving order was made against a debtor he should make out and submit to the official receiver a statement of and in relation to his affairs in the prescribed form, and sub-section 2 said that the statement should be so submitted within the following times—viz., if the order was made on the petition of the debtor, within three days from the date of the order. Besides that, the section provided that the debtor was also to give such other information as might be prescribed to the official receiver, and all this was to be done in three days, so that their time expired that day. He (Mr. Cobbett) had obtained from the official receiver a paper containing fifty-one printed questions, and covering five sheets of bankruptcy paper. He had not seen so many questions since he was prepared for confirmation, and from the glance he had given over them he was satisfied the debtor would be quite unable without assistance to answer them in a manner which would be at all satisfactory. He would even then require to answer them with care, because, of course, they would form part of his statement of affairs, and, if there was any question of prosecution, which, so far as he could see, there was not, he might be prosecuted in consequence of those answers. In addition to this, he had to prepare his statement of affairs, and the court would see from the rules and orders that he had also to file a deficiency account, which, under other statutes, was only filed by special order, and always prepared by an accountant. If the debtor had used his best endeavours in the three days that had elapsed, he could not have answered the questions and filed a statement, and this application was that the court would extend, which it had the power to do, the time for a week. For special reasons the court could do this, and there were special reasons in this case. The debtor, amongst other things, was a contractor, and he had two contracts pending at the present time with a neighbouring corporation for sewerage works. It was exceedingly important to him and his estate that these contracts should be kept subsisting, because the chances of paying a substantial dividend depended upon what was realized from them. It was understood a profit would be realized from both, and not an inconsiderable one. In making up the statement of affairs they would have to give some sort of account of the contracts, either as an asset or loss, and they would be the first thing to be dealt with by a special manager, who had been appointed by the official receiver.

A representative of the official receiver said there was no objection to the application provided that an affidavit, containing the list of creditors with their addresses, was filed, and a copy given to the receiver by to-morrow (Wednesday).

Cobbett replied that the list was being made out at the present time.

The REGISTRAR said he would rather make an order for a statement of affairs alone, and not interfere with the questions. Suppose the debtor did not answer them?

Cobbett said that, by the 3rd sub-section, it was laid down that if a debtor failed without reasonable excuse to comply with the requirements of the section, the court, on the application of the official receiver or of a creditor, might adjudge him a bankrupt.

The REGISTRAR said he would not act upon the sub-section, and would not adjudge the debtor a bankrupt. He would grant an order, of which, however, the matter of the questions would not form part, that the time for filing the statement be extended for seven days, the order being conditional on the affidavit referred to being filed, and a copy placed in the hands of the official receiver by the day named.

Order accordingly.

BLACKBURN.

(Before W. A. HULTON, Esq., Judge.)

Jan. 21.—*Re Smith.*

Withers, solicitor, on behalf of the petitioning creditors, applied to his Honour to make an adjudication order declaring Mr. John Smith, brewer, Blackburn, a bankrupt.

Mr. Edleston, the official receiver under the new Act, asked the court to refuse the application.

Withers contended that the official receiver had no *locus standi*. The petition was filed on December 14, and he was entitled to an adjudication on the 29th of the same month. Unless the official receiver could satisfy the court that the Bankruptcy Act of 1869 was repealed, he had no right there that day. The only section in the new Act which, if the receiver could get over it, would entitle him to be there was sub-section 3 of section 169. There was no other section in the new law that affected the proceedings, and the receiver, therefore, was precluded from coming there to oppose the application. If the receiver had any application to make it must be made after his Honour had decided on the application.

Mr. Edelston said it was his duty to ask his Honour what he thought was right in order to protect the property of the debtor and to prevent two sets of proceedings going on concurrently. There was nothing in the section to which his friend had referred that took away from any other part of the new Act its vitality. The object of that sub-section was to prevent the repeal dealing inconveniently with pending proceedings which might conveniently go on. If it were not for that sub-section, pending proceedings would be absolutely done away with; and all that the new Act provided was that pending proceedings should go on unless there was something in the Act which especially applied to pending proceedings. So that his friend could have carried on his proceedings under that sub-section if nothing else had occurred to stop him. Something had occurred, a receiving order having been made by the court on the 18th inst. in accordance with section 5 of the new Act, and he contended that, under section 9, the court had power to restrain Mr. Withers. If his Honour acceded to the application he would be taking the power out of the creditors' hands to accept either a composition or to declare the man a bankrupt.

His HONOUR said it seemed to him that the proceedings in that matter were pending before the new Act came into operation. He thought, therefore, that the new Act had nothing at all to do with the application, and he consequently granted the application, and adjudicated Smith a bankrupt.

SOCIETIES.

INCORPORATED LAW SOCIETY.

A special general meeting of the society was held at the hall, Chancery-lane, on Thursday afternoon, the chair being taken by Mr. EBENEZER BRISTOW, the president. The hall of the society was thronged to the doors.

The PRESIDENT having given a detailed account of the discussion, &c., which had taken place on the subject of the Law Club, laid before the meeting the report of a special committee of the council which was marked "Adopted by the Council, January 11, 1884," the concluding paragraphs of which are as follows:—

The committee are of opinion that the existence of the club is conducive to the benefit of the society, and that it is calculated to fulfil the purposes for which it was established, as part of the original plan of the institution, by facilitating intercourse between the members of the profession and enabling them the better and more conveniently to discharge their professional duties. But having regard to the fact that whilst the number of the members of the society is increasing, that of the club is not so, they think that the time has now arrived—especially having regard to the proximity of the Law Courts—when some course should be adopted to encourage the members of the society to avail themselves more freely of the advantages offered by the club.

The committee are of opinion that any imposition of rent would have a tendency to hamper rather than enlarge the usefulness of the club, and that the object desired is more likely to be attained by a modification of the rules of the club in the direction indicated in their proposal to the club committee, and by the tenancy of the club being put upon a more permanent footing.

In the event of no arrangement being come to with the club, the committee recommend that the council should be authorized to give the club notice to quit, and should make arrangements for constituting and carrying on a club under their direct supervision upon the footing of the existing club as modified by the above proposals.

He moved the adoption of the report by the meeting.

Mr. W. MELMOTH WALTERS seconded the motion, reserving his right to speak.

Mr. C. FORD moved an amendment as follows:—"That this society, whilst appreciating the good offices of the council as communicated in the report now presented, is of opinion that the council should forthwith give the Law Club notice of the intention of the society to resume possession of the valuable premises now in the occupation of the club."

Mr. E. KIMBER having seconded the amendment, the meeting was addressed by Mr. A. E. FINCH and Mr. F. K. MUNTON.

Upon the amendment being put to the meeting, the PRESIDENT declared it negatived, whereupon

Mr. FORD demanded a division, with the following result:—

For the amendment, 129; against, 248. Majority against, 119.

Mr. J. R. MACARTHUR moved as a further amendment, "That the report be adopted and approved, and, with the exception of the last three paragraphs commencing 'The committee are of opinion that the existence of the club is conducive to the benefit of the society,' &c., of which only the following words of the last paragraph should be retained—namely, 'that the council be authorized to give the club notice to quit.'"

The amendment having been seconded by Mr. W. PHILLIMORE, was negatived by a large majority.

The PRESIDENT then put the original motion, which was carried.

Mr. G. A. CROWDER moved as follows:—"That this meeting, whilst not desiring to diminish the due responsibility of the solicitor to his client, considers that the provisions of ord. 55, r. 11, in its present form as inherently unjust and oppressive, and requires alteration or rescission."

Mr. E. CHAMBERLAIN seconded the motion.

Mr. F. R. PARKER spoke in support.

Mr. G. B. GREGORY, M.P., detailed the endeavours he had made when the subject was before the House of Commons to obtain the rejection of the order referred to.

Several gentlemen having addressed the meeting, the motion was carried unanimously.

Mr. F. K. MUNTON moved a resolution, which was seconded by Mr. G. R. DODD, and, after a discussion, was passed in the following form:—"That, inasmuch as the working regulations under the Judicature and Bankruptcy Rules are only next in importance to the rules themselves, this meeting is of opinion that a committee of fifteen members (five to form a quorum) ought to be appointed by the council to watch the working of the rules, and from time to time to report to the council, with the view of immediate representation to the authorities when circumstances require. The duties of the committee to terminate at the annual meeting of 1885."

A vote of thanks to the president, moved by Mr. E. NEWMAN and seconded by Mr. CHARLES FORD, terminated the proceedings.

A full report will appear in our next issue.

INCORPORATED LEEDS LAW SOCIETY.

The following is the report of the committee on the Supreme Court of Judicature District Courts Bill, adopted the 22nd of January, 1884:—

1. The committee have been requested to consider the draft of a Bill bearing the above title, which, it is understood, will be introduced into the next session of Parliament.

The Bill is printed by the Queen's Printers, and appears to have received some official or semi-official countenance.

Under these circumstances, notwithstanding that the society petitioned last year against Mr. Cowen's District Courts Bill, the committee have carefully reconsidered the matter, and compared the present draft with the former Bills bearing Mr. Cowen's name.

The result of that comparison shows that in scope and principle there is no distinction between the present District Courts Bill and any of its predecessors.

The jurisdiction given by the present Bill is larger (being, in fact, co-extensive with the jurisdiction of the High Court in all its branches); the appeal clauses are re-drawn, and there are throughout the Bill slight modifications in language and arrangement; but, essentially, the measure is the same as that which has been often considered by this and other societies.

2. It may be convenient to state shortly what is the purport of this Bill in its amended form.

It proposes to establish in this district, and in six other important manufacturing and commercial districts of the kingdom, a court with jurisdiction to deal with every kind of action, and with claims of any amount.

These courts, called in the Bill "district courts," are to be presided over by a district judge, with the assistance of district registrars and other officers.

The qualifications for a district judge are that he shall be one of the present county court judges, or a barrister of ten years' standing. He is to receive a salary of £3,000 a year; he will necessarily reside in the district, and is expected to be prepared to deal with any cases and to any amount which may arise in bankruptcy, equity, common law, admiralty, probate, or divorce, within the district assigned to his court.

As regards Leeds, it is proposed that there shall be a district of which Leeds and Bradford shall be the two centres, with a circuit embracing the present county court circuits of Keighley, Otley, Skipton, Dewsbury, Halifax, Holmfirth, Huddersfield, Saddleworth, Todmorden, Wakefield, Barnsley, Goole, and Pontefract, in addition to the circuits of the Leeds and Bradford County Courts themselves.

This extensive district is to be served by two judges, with a jurisdiction concurrent with that of the High Court, for the trial of all actions beyond the existing limit of county court jurisdiction.

They have, in addition, a jurisdiction (exclusive and not concurrent) for the trial of all actions at present cognizable in the county court between £20 and £50.

Actions of £20 and under will be tried by the district registrars appointed under the Act, and who will travel to the various courts embraced in the district court circuit, and will occupy the position of county court judges under the original County Court Act.

The persons eligible for the office of district registrars are the existing district registrars, county court registrars, or barristers or solicitors of seven years' standing.

The district registrars will be appointed by the Lord Chancellor, and it may be assumed that, so far as possible, barristers will be selected for the post.

In the offices of the district registrars (who are also required to carry on administrative work in chambers) actions will be commenced and worked out in the manner in which actions are dealt with in the public offices and judges' chambers of the High Court.

The proposed district registrars are to have a salary of £1,500 a year.

3. There are various provisions as to the transfer of actions to and from the High Court, and as to other matters to which we do not think it necessary at present to advert, desiring to confine ourselves to the important question, how far the proposed courts are likely to be serviceable to us as regards the trial and general administration of actions which cannot at present be brought into the county court.

On this point the committee—in common, we believe, with every other committee of this society who have hitherto considered the question—have formed the opinion that the proposed district courts will not be suitable tribunals for the trial of the class of actions for which they are intended, and that they are not needed in the Leeds district.

The effect of the Bill will be to turn ten of the present county court judges into district judges (doubling their salary and given them a two months' vacation), and a certain number of the present county court registrars or other persons into county court judges.

It is true that barristers of ten years' standing are eligible for the office of district judge; but inasmuch as it will cost an additional £3,000 a year in every case in which any other person than a county court judge is appointed, there will be a very strong pecuniary inducement to make the appointment from the county court bench.

4. This is not, in our opinion, the direction which the improvement of local administration of justice should take. Instead of creating an additional class of courts midway between the High Court and the county court at a considerable public expense, it would be simpler and better to use the existing machinery of the county courts and the High Court, which is with slight alterations quite capable of doing all the work required.

5. The Judicature Commissioners considered that between the cases which could bear the expense of being tried before an elaborate and central tribunal, and those who require a cheap, simple, local procedure and trial, there was an intermediate class frequently involving questions of complexity and of serious importance to the parties, and in which the expense of taking the parties and witnesses to any considerable distance would be wholly disproportioned to the value of the matter in dispute. It is this intermediate class of cases which the District Courts Bill may be supposed to aim at dealing with.

It must, however, be remembered that the report in question was issued in the year 1872, and that since that date the important changes effected by

the Judicature Acts have been accomplished. District registries have been established, procedure has been reformed by new rules of practice, the cost of litigation reduced, and the administration of the insolvent estates of deceased persons has been intrusted to local tribunals. The effect of these changes is that a large proportion of cases in the High Court is, or may be, now locally disposed of at comparatively moderate expense; and that many cases which would formerly have been tried at assizes, will, for the future, find their way into the county court.

Whilst, therefore, recent changes in law and practice may be trusted to operate upon a large part of intermediate class of cases to which the Judicature Commissioners referred, an extended county court jurisdiction, as recommended by their report, would absorb a large part, if not the whole, of the remainder. Any cases which are not disposed of by one or other of these two methods ought, in our opinion, to be tried in the High Court, and not by any such court as is proposed to be created by the District Courts Bill. In our opinion, therefore:—

6. (1) The county court concurrent jurisdiction ought to be increased, and in equity matters especially, it should extend over a larger area of actions than at present.

(2) For cases not falling within the present or the extended jurisdiction of the county court, and not otherwise disposed of, the High Court of Justice itself, and no intermediate court, is the only proper tribunal. Whatever may be the case elsewhere, in this district, at least for the present three assizes in the year, held uniformly and regularly once every four months, will suffice.

As regards administrative work, the present district registry is sufficient for actions in the Queen's Bench Division.

In the Chancery Division difficulty is no doubt occasionally experienced, owing to the disinclination of some judges to facilitate the transaction of business in the district registries, and sometimes owing to the difficulty of getting the consent of all parties to the working out of orders in the country (such consent being practically a condition precedent to these orders being made). This difficulty, however, is the creation not of law, but of those who administer the law; and your committee consider that the Judicature Acts—if full effect could be given to them—would amply suffice for administrative work in actions in the country.

Some of the difficulties in the way of trying important cases at assizes will probably be removed by the new rule already referred to, giving plaintiffs, in actions founded on contract, and tried at the assizes, such costs only as they would get upon the county court scale.

We have examined the cause list at the Leeds Assizes from March, 1878, to the end of last year, and it appears that, of all the actions of contract acually tried, more than one-fifth were actions in which the plaintiff recovered less than £50.

This proportion, however, is not the full measure of the extent to which the cause list is likely to be lightened by the operation of the new rule; because the risk of being punished in costs if less than £50 is recovered will make parties hesitate in setting down for assize trial many cases where more than £50 has been actually recovered by verdict.

In any view, the cause list will be materially reduced by the rule in question.

7. In our opinion, therefore, there is no necessity for the creation of new courts to serve the wants of this district. But assuming new courts to be necessary, those courts should, if they are to be efficient, be presided over by judges of the High Court. They would not be unnecessarily efficient even then. But no local judge or local bar would deal successfully with the varied and important jurisdiction given to the district courts. It has, indeed, been suggested that, notwithstanding the wording of the Bill, it is not intended to carry into the district courts actions of real difficulty and importance, but such only as fall into the intermediate class of cases above considered. If this be the intention of the Bill, it is a very expensive way of doing that which, if necessary to be done at all, which may fairly be doubted, would be simply effected by increasing the jurisdiction of the county courts, and giving some additional facilities to the work of the district registries.

WORCESTER AND WORCESTERSHIRE INCORPORATED LAW SOCIETY.

The annual meeting of the above society was held at the Law Library, Worcester, on the 29th ult. There were present Mr. W. Price Hughes, president, in the chair; Mr. F. Corbett, vice-president; Messrs. T. G. Hyde, S. M. Beale, E. A. Davis, F. J. Brown, G. Clarke, T. G. Stallard, J. Stallard, jun., H. Goldingham, T. Roberts, W. Allen, hon. treasurer; and F. R. Jeffery, hon. secretary. On the motion of the President, seconded by Mr. T. G. Hyde, the report of the committee for the past year was received and adopted. The president and vice-president were re-elected for the ensuing year, and the following gentlemen—viz., Messrs. S. M. Beale, T. G. Hyde, F. Parker, T. Southall, and J. Stallard, jun., were elected members of the committee, in addition to the *ex-officio* members; Mr. W. Allen having retired from the office of hon. treasurer, Mr. E. A. Davies was appointed hon. treasurer in his stead; Mr. F. R. Jeffery was re-elected as hon. secretary, and Messrs. G. Clarke and H. Goldingham were appointed auditors. The president, having referred to the resignation by Mr. W. Allen of the office of hon. treasurer, which the society accepted with regret, proposed a cordial vote of thanks to him for the great services he had rendered to the society for upwards of thirty years past as their hon. treasurer. A vote of thanks to the chairman terminated the proceedings.

The following are extracts from the report of the committee:—

The present number of members is fifty-nine as against sixty last year, one member (Mr. H. G. Goldingham) having died, and no new member having been elected.

Scale of Auctioneers' Fees.—As mentioned in the last report, the committee considered it desirable, having regard to the terms of rule 11 of the Order under the Solicitors' Remuneration Act, that a scale of auctioneers' fees, for use by members of the society, should be framed, and after devoting much time and attention to the subject, and comparing scales adopted by several other law societies, the committee agreed upon a scale which, at the special general meeting of the society, held on the 13th of October last, was recommended to the members of the society for adoption in all auction sales in which they may be concerned.

This scale will be found in the appendix to this report.

County Courts.—The committee have had under their consideration the report of the committee appointed by the Incorporated Law Society of the United Kingdom to inquire into the practice and procedure of the county courts, and to which report, in view of the growing feeling in favour of the further extension of the jurisdiction of county courts, the committee would commend the attention of the members. With the recommendations generally contained in such report the committee agreed, but they thought that in cases above £5 three days' notice of defence only should be imperative, instead of five days as suggested in the tenth recommendation; and they did not concur in the sixteenth recommendation, that in cases over £10 the judge's leave to appeal should not be required; and they also considered that the limit of the proposed concurrent common law jurisdiction of the county court might be usefully extended to £100, but not to £200 as recommended in the report.

The appendix contains the following scale of auctioneers' charges:—

			£	s.	d.
Where the price of the property sold does not exceed		£100 ...	0	10	6
Where it exceeds	£100 and does not exceed	250 ...	1	11	6
,,	250 ,,	500 ...	3	3	0
,,	500 ,,	1,000 ...	5	5	0
,,	1,000 ,,	2,500 ...	10	10	0
,,	2,500 ,,	5,000 ...	15	15	0
,,	5,000 ,,	10,000 ...	21	0	0
,,	10,000 ,,	25,000 ...	31	10	0
,,	25,000	...	52	10	0

NOTES.

1. The above fees shall include the inspection of the property prior to sale and all other charges, except for any formal valuation in writing by the auctioneer which may be required.

2. Where a property is divided into lots, the fee will be chargeable upon the purchase-money or reserve price of each lot; but, where a purchaser buying one lot exercises an option of taking to other lots, then the fees are to be calculated on the aggregate amount of his purchase-moneys.

3. Half fees only shall be payable in respect of unsold property, to be calculated upon the reserve price.

4. On a sale effected by the auctioneer by private contract of the unsold property within twelve months, he shall be entitled to the above fees, less the fees received in respect of the auction.

5. The minimuin fee for an auction, whether a sale be effected or not, shall be £1 1s.

SOLICITORS' BENEVOLENT ASSOCIATION.

Sir Thomas Paine has kindly consented to preside at the twenty-fourth anniversary festival of the Solicitors' Benevolent Association, on Wednesday, June 18, at the Star and Garter Hotel, Richmond, Surrey.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

EXAMINATIONS IN THE YEAR 1883.

Special Prizes Open to all Candidates.

Scott Scholarship.—William Self Weeks being, in the opinion of the council, the candidate best acquainted with the theory, principles, and practice of law, they have awarded to him the scholarship founded by Mr. John Scott, of Lincoln's-inn-fields. Mr. Weeks served his clerkship with Mr. Robey Frank Eldridge, of Newport, Isle of Wight, and Messrs. Munns & Longden, of London, and obtained the Clement's-inn and Daniel Reardon Prizes at the final examination held in January, 1883.

Broderip Prize.—Charles Percival Kemp having shown himself best acquainted with the law of real property and the practice of conveyancing, having passed a satisfactory examination, and attained honorary distinction, the council have awarded to him the prize, consisting of a gold medal, founded by Mr. Francis Broderip, of Lincoln's-inn. Mr. Kemp served his clerkship with Mr. Robert Clitherow, of Horncastle, and Messrs. Cunliffe, Beaumont, & Davenport, of London, and obtained the Clement's-inn and Daniel Reardon Prizes at the final examination held in April, 1883.

Local Prizes.

Timpron Martin Prize for Candidates from Liverpool.—Reginald Dawbarn Cripps having, from among the candidates from Liverpool, passed the best examination, and attained honorary distinction, the council have awarded to him the prize, consisting of a gold medal, founded by Mr. Timpron Martin, of Liverpool. Mr. Cripps served his clerkship to Mr. John William North, of Liverpool, and Messrs. Brookes & Chapman, of

London, and was placed in the third class at the final examination held in November, 1883.

Atkinson Prize for Candidates from Liverpool or Preston.—Barten Fletcher having, from among the candidates from Liverpool or Preston, shown himself best acquainted with the law of real property and the practice of conveyancing, otherwise passed a satisfactory examination, and attained honorary distinction, the council have awarded to him the prize, consisting of a gold medal, founded by Mr. John Atkinson, of Liverpool. Mr. Fletcher served his clerkship with Messrs. W. & A. Ascroft, of Preston, and was placed in the second class at the final examination held in January, 1883.

Birmingham Law Society's Prize for Candidates from Birmingham.—The examiners reported that among the candidates from Birmingham in the year 1883 there was no one qualified to take the prize.

Stephen Heelis Prize for Candidates from Manchester or Salford.—Thomas Crossley Eastwood, B.A., having, from among the candidates from Manchester or Salford, passed the best examination, and attained honorary distinction, the council have awarded to him the prize, consisting of a gold medal, founded in memory of the late Mr. Stephen Heelis, of Manchester. Mr. Eastwood served his clerkship with Mr. William Lamb Hockin, of the firm of Messrs. Simpson & Hockin, of Manchester, and obtained the Clifford's-inn Prize at the final examination held in January, 1883.

LEGAL APPOINTMENTS.

Mr. Charles James Ethelred Sparke, solicitor, of Bury St. Edmunds, has been elected Coroner for that borough, in succession to his father, the late Mr. James Sparke. Mr. C. J. E. Sparke is deputy-coroner for the liberty of Bury St. Edmunds. He was admitted a solicitor in 1878, and he is in partnership with his elder brother, Mr. James John Sparke.

Mr. Rowland Holt Wilson, solicitor, of Bury St. Edmunds, has been elected Clerk of the Peace for that borough, in succession to the late Mr. James Sparke. Mr. Wilson was admitted a solicitor in 1869.

Mr. Frederick Stanley, solicitor, of 22A, Austin Friars, has been elected Chairman of the Law and City Courts Committee in the Court of Common Council. Mr. Stanley was admitted a solicitor in 1861. He is a common councilman for Broad-street Ward.

Mr. William Lewis, solicitor, of 7, Wilmington-square, has been appointed Solicitor to the Vestry of Islington Parish. Mr. Lewis was admitted a solicitor in 1853.

Mr. Charles Greenwood, solicitor (of the firm of Nye & Greenwood), of 12, Serjeants'-inn, Fleet-street, and 82, Blackfriars-road, has been elected Vestry Clerk of the Parish of St. Saviour, Southwark. Mr. Greenwood was admitted a solicitor in 1878.

Mr. Harry Bevir, solicitor (of the firm of Mullens, Ellett, Tredway, & Bevir), of Cirencester and Wootton Bassett, has been elected Clerk to the Cricklade Board of Guardians, Assessment Committee, and Rural Sanitary Authority. Mr. Bevir was admitted a solicitor in 1872.

Mr. William Jones Malcolm, solicitor and notary (of the firm of Jones & Malcolm), of Durham and Spennymoor, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Lewis Taillon, Q.C., late Speaker of the Legislative Assembly of Quebec, has been appointed Attorney-General of the Province of Quebec.

Mr. John Mousseau, Q.C., Attorney-General of the province of Quebec, has been appointed a Puisne Judge of the Superior Court of that province. Mr. Justice Mousseau was born in 1838. He was called to the bar in Lower Canada in 1860, and he became a Queen's Counsel for the Dominion of Canada in 1873. He has been a member of the Dominion House of Commons since 1874. He was appointed President of the Privy Council of Canada in 1880, and Secretary of State in 1881. He has been for some time Attorney-General and Premier of Quebec.

Mr. Herbert Riversdale Mansel Jones, barrister, who has been appointed a Commissioner for the Trial of Municipal Election Petitions, is the son of the late Serjeant Herbert Jones, judge of the Clerkenwell County Court. He was educated at Trinity College, Cambridge, where he graduated in the first class of the civil law tripos in 1856. He was called to the bar at Lincoln's-inn in Trinity Term, 1859, and he practises on the South-Eastern Circuit and before parliamentary committees.

Mr. Thomas Arthur Bramsden, solicitor, of Portsmouth, Southsea, and Gosport, has been unanimously elected coroner for the Borough of Portsmouth. Mr. Bramsden had for some time acted as deputy-coroner. He was admitted a solicitor in 1878.

Mr. Percy Kelham Langdale, solicitor, of 50, Holborn-viaduct, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Herbert Bentwick, solicitor, of 46, Finsbury-pavement, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. J. B. T. Hales, solicitor (of the firm of Hansells & Hales), of Norwich, has been appointed a Notary Public for General Purposes for the City of Norwich, and the district within the distance of ten miles thereof, and for ecclesiastical purposes throughout the diocese of Norwich. Mr. Hales has also been appointed Deputy-Registrar of the Archdeaconry of Norfolk.

Mr. Edward Philips Charlewood, solicitor and notary, of Manchester, has been appointed Secretary to the Bishop of Manchester, and Deputy-Registrar of the Diocese, in succession to the late Mr. John Burder. Mr Charlewood is the son of Vice-Admiral Edmund Philips Charlewood. He was educated at Clifton College, and at Pembroke College, Oxford, and was admitted a solicitor in 1876.

Mr. Charles William Panton Barker, solicitor, of Sunderland, has been appointed Clerk to the Magistrates for that borough, on the resignation of his partner, Mr. Henry Dixon. Mr. Barker was admitted a solicitor in 1878.

Mr. William Shaw, Q.C., has been elected the Treasurer of Gray's-inn for the ensuing year.

DISSOLUTIONS OF PARTNERSHIPS.

Henry Vernon Hulbert and Peter Delme Radcliffe, solicitors (Hulbert & Radcliffe), Devizes. Dec. 31. Each of the said Henry Vernon Hulbert and Peter Delmé Radcliffe will in future carry on business at Devizes aforesaid on his separate account.

Francis Arthur Lewty and Charles Bendle, solicitors (Lewty & Bendle), 11, John-street, Bedford-row. Jan. 26. The said Francis Arthur Lewty will continue the said business in his own name at No. 11, John-street, aforesaid. [*Gazette*, Jan. 29.]

OBITUARY.

MR. WILLIAM EMERSON LASLETT.

Mr. William Emerson Laslett, barrister, formerly M.P. for Worcester, died on the 26th ult., in his eighty-third year. Mr. Laslett was the only son of Mr. Thomas Emerson Laslett, and was born in 1803. He was admitted a solicitor about the year 1826, and he practised for about twenty-five years at Worcester. After his retirement from business he entered at the Inner Temple, where he was called to the bar in Easter Term, 1856, but he never practised as a barrister. In 1852 Mr. Laslett was elected M.P. for the city of Worcester in the Liberal interest. He was again returned in 1857 and in 1859, but he resigned his seat in 1860. He afterwards joined the Conservative party, and he again represented Worcester from 1868 till 1874. Mr. Laslett was a magistrate for Worcestershire and the city of Worcester. He was a man of most generous and charitable disposition. He built a church at Pershore, and he purchased the old city prison at Worcester and converted it into an almshouse. He presented twenty acres of land for a cemetery at Worcester, and he also conveyed an estate in Gloucestershire to trustees for charitable and religious purposes. Mr. Laslett was married in 1842 to the daughter of the Right Rev Dr. Carr, Bishop of Worcester, but he leaves no family.

LEGAL NEWS.

On Tuesday Mr. Justice Mathew said he desired to correct an impression that, owing to the absence of Mr. Justice Cave on circuit, there was a considerable amount of business in arrear under the new Bankruptcy Act. In point of fact there were no arrears outstanding, and the very few questions which had arisen had admitted of a very easy solution in chambers. The case which he was about to hear was the first which had required a public sitting of the court for the purpose of dealing with it. Instead of being a subject of regret that the new Act should not at once have give rise to a mass of litigation, he thought it was rather a matter of congratulation. The appeals from the county courts, which were very few, would be heard by Mr. Justice Cave on his return from circuit.

The office of Comptroller in Bankruptcy, under the Act of 1869, which has become vacant by the retirement of Mr. Parkyns, to facilitate the administrative arrangement under the new Act, will not be filled up, but the Board of Trade, with the consent of the Treasury, has provided for the performance of the remaining duties of the office by its permanent officers. The office of the comptroller has been removed from 34, Lincoln's-inn-fields, to 31, Great George-street, Westminster, the office of the new Inspector-General in Bankruptcy, where the business, except as to searches, will henceforth be carried on. With regard to searches, arrangements have been made for the public having access to the necessary books at 34, Lincoln's-inn-fields, as hitherto. Mr. Penn, one of the chief clerks in the London Bankruptcy Court, and three other clerks, who were employed in the liquidation and appeal department of the court, have been transferred by the Lord Chancellor to the Board of Trade, under the powers conferred by the new Bankruptcy Act, and will be employed in future in the department of the chief official receiver, subject to special arrangements under which they assist in winding up pending matters under the Act of 1869.

In a case of *In re G. J. Brailey*, before Mr. Registrar Murray, on Saturday, Mr. Anderson, solicitor for creditors, and also for the debtor, raised the question whether in a small case the official receiver ought to put the estate to the expense of employing a solicitor to appear before the court. The first meeting of creditors had been adjourned, and he

submitted that the official receiver had no general authority to employ a solicitor in every case, but that he must obtain a special order from the Board of Trade for that purpose in each particular matter. After some discussion, the registrar adjourned the sitting, and intimated that the point should receive consideration. On Tuesday, Mr. R. T. Harding, the chief official receiver, attended the court for the purpose of referring to the case. He was represented at the public examination by the official solicitor, and the impression prevailed that the expense to the estate would be increased thereby. Such impression was erroneous, inasmuch as the official solicitor had been transferred to the Board of Trade, and he was a salaried officer attached to the department of the official receiver, and made no charge against the estate for attending on these occasions. He (Mr. Harding) wished to add that, owing to the multiplicity of his engagements, it was impossible that he could be personally present at all sittings for public examination, and he thought it would be agreeable to the court, when he could not attend, that he should be represented by the official solicitor, who was capable of dealing with any legal question which might arise. Mr. Registrar Pepys said the explanation was in all respects satisfactory, and would remove an impression which appeared to be erroneous.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Court of Appeal.	V. C. Bacon.	Mr. Justice Kay.
Monday, Feb.	4	Mr. Jackson	Mr. King	Mr. Koe
Tuesday	5	Cobby	Merivale	Clowes
Wednesday	6	Jackson	King	Koe
Thursday	7	Cobby	Merivale	Clowes
Friday	8	Jackson	King	Koe
Saturday	9	Cobby	Merivale	Clowes
		Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, Feb.	4	Mr. Lavie	Mr. Farrer	Mr. Ward
Tuesday	5	Carrington	Teesdale	Pemberton
Wednesday	6	Lavie	Farrer	Ward
Thursday	7	Carrington	Teesdale	Pemberton
Friday	8	Lavie	Farrer	Ward
Saturday	9	Carrington	Teesdale	Pemberton

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

HANTS AND BERKS FARMERS' CO-OPERATIVE STEAM PLOUGHING AND CULTIVATING COMPANY, LIMITED.—Creditors are required, on or before Feb 21, to send their names and addresses, and the particulars of their debts or claims, to William Henry Stainer, Basingstoke. Friday, Feb 29, at 12, is appointed for hearing and adjudicating upon the debts and claims

HENSON'S STREET PAVING COMPANY, LIMITED.—Petition for winding up, presented Jan 24, directed to be heard before Chitty, J., on Feb 2. Mote, Walbrook, petitioner in person

HOYLAND SILKSTONE COLLIERY COMPANY, LIMITED.—By an order made by Pearson, J., dated Jan 14, it was ordered that the voluntary winding up of the company be continued. Cunliffe and Co, Chancery lane, agents for Sampson, Liverpool, solicitor for the petitioner

JABLOCHKOFF ELECTRIC LIGHT AND POWER COMPANY, LIMITED.—Petition for winding up, presented Jan 23, directed to be heard before Pearson, J., on Saturday, Feb 2. Clift, Cheapside, solicitor for the petitioner

PRUDENTIAL LOAN AND DISCOUNT COMPANY, LIMITED.—Creditors are required, on or before Feb 23, to send their names and addresses, and the particulars of their debts or claims, to Samuel Lovelock, 19, Coleman st. Tuesday, Mar 11 at 12, is appointed for hearing and adjudicating upon the debts and claims

[*Gazette*, Jan. 25.]

ABERDARE AND PLYMOUTH COMPANY, LIMITED.—Chitty, J., has, by an order dated Jan 7, appointed John Macdonald Henderson, 2, Moorgate st bldgs, to be official liquidator

GREAT BERLIN STEAM BOAT COMPANY, LIMITED.—Bacon, V.C., has fixed Feb 6 at 12, at his chambers, for the appointment of an official liquidator

HALIFAX CALDER VALE AGRICULTURAL, STEEPLE CHASE, AND RACING COMPANY, LIMITED.—Pearson, J., has, by an order dated Jan 21, appointed Jonathan Ingham Learoyd, Halifax, to be official liquidator. Creditors are required, on or before Feb 29, to send their names and addresses, and the particulars of their debts or claims, to the above. Wednesday, Mar 12 at 1, is appointed for hearing and adjudicating upon the debts and claims

JEYES' SANITARY COMPOUNDS COMPANY, LIMITED.—Petition for winding up, presented Jan 24, directed to be heard before Bacon, V.C., on Feb 9. Courtenay and Co, Gracechurch st, solicitors for the petitioners

LICENSED VICTUALLERS' GUARDIAN NEWSPAPER COMPANY, LIMITED.—By an order made by Chitty, J., dated Jan 19, it was ordered that the company be wound up. Wild and Co, Ironmonger lane, solicitors for the petitioner

NON-TARIFF FIRE INSURANCE COMPANY, LIMITED.—Petition for winding up, presented Jan 22, directed to be heard before Kay, J., at the Royal Courts of Justice, on Friday, Feb 8. Wood, Paternoster row, solicitor for the petitioner

PURE WATER COMPANY, LIMITED.—By an order made by Pearson, J., dated Jan 19, it was ordered that the company be wound up. Holmes, Clement's lane, solicitor for the petitioners

SCOVELL'S HAMBLE FISHERIES COMPANY, LIMITED.—Petition for winding up, presented Jan 26, directed to be heard before Bacon, V.C., on Feb 9. Green, Mitre-court-chambers, Temple, solicitor for the petitioner

THAMES STEAM FERRY COMPANY, LIMITED.—The judge has, by an order dated Oct 9, appointed Alfred Audrey Broad, 35, Walbrook, to be official liquidator

ULVERSTON MINING COMPANY, LIMITED.—By an order made by Kay, J., dated Jan 25, it was ordered that the company be wound up. Tahourdins and Hargreaves, Victoria st, Westminster, solicitors for the petitioner

YORK TRAMWAYS COMPANY, LIMITED.—Petition for winding up presented Jan 28, directed to be heard before Kay, J., Feb 8. Best and Co, Essex st, Strand, for Stanley and Co, Bristol, solicitors for the petitioner

[*Gazette*, Jan. 29.]

UNLIMITED IN CHANCERY.

LONDON AND PROVINCIAL ELECTRIC LIGHTING AND POWER GENERATING COMPANY.—Chitty, J., has, by an order dated Dec 4, appointed William Lott Grimwade, 32, Queen Victoria-street, to be official liquidator. Creditors are required on or before Feb 25 to send their names and addresses, and the particulars of their debts or claims to the above. Mar 12 at 12 is appointed for hearing and adjudicating upon the debts and claims.

[*Gazette*, Jan. 29.]

STANNARIES OF CORNWALL.

LIMITED IN CHANCERY.

WHEAL BULLER CONSOLS, LIMITED.—Petition for winding up, presented Jan 19, directed to be heard before the Vice-Warden, at the Law Institution, Chancery lane, on Monday, Feb 4 at 2. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's Office, Truro, on or before Jan 31, and notice thereof must, at the same time, be given to the petitioners or their solicitors. Hodge and Co, Truro, solicitors for the petitioners

[*Gazette*, Jan. 25.]

FRIENDLY SOCIETIES DISSOLVED.

VICTORIA BENEVOLENT SICK SOCIETY, Bell st Coffee House, Birmingham. Jan 26

SMALLBRIDGE MUTUAL ADULT SICK AND BURIAL SOCIETY, Steps Store, Smallbridge, Lancaster. Jan 23

BOROUGH OF HANLEY FRIENDLY SOCIETY, Borough Arms, Trinity st, Hanley, Stafford. Jan 24

[*Gazette* Jan. 29.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

BARTON, WILLIAM HATCHER, Chale Abbey Farm, Isle of Wight, Esq. Feb 26. Barton v Barton, Pearson, J. Large, South sq, Gray's inn

BUSHELL, ROBERT HITCHINGS, Lake ter, Wandsworth common. Feb 19. Ellis v Bushell, Pearson, J. Harte, Union ct, Old Broad st

GARLICK, WILLIAM SMITH, Goole, York, Farmer. Feb 20. Dixon v Garlick, Chitty, J. Hind, Goole

HOLMES, GEORGE, Elton, Youlgreave, Derby, Farmer. Feb 20. Smith v Holmes, Pearson, J. Stone, Wirksworth

MEIERHOFF, OTTO, Blythe hill, Forest hill, Gent. Feb 25. Hempleman v Meierhoff, Pearson, J. Turner, Leadenhall st

MISTER, JOHN FRANCIS WILLIAM, Eldon st, Finsbury, Job Master. Feb 20. Muggeridges v Mister, Pearson, J. Langdon, West st, Moorgate st

MULES, WILHELMINA LOUISA, Curry Rivell, Somerset. Feb 20. Blake v Mules, Pearson, J. Benson, Clement's inn, Strand

TAYLOR, ANN, Weybridge, Surrey. Feb 16. Norfolk v Kelly, Kay, J. Kime, Molyneux chmbrs, Goswell rd

[*Gazette*, Jan. 25.]

RECENT SALES.

At the Stock and Share Auction and Advance Company's sale, held on 31st ult., at their rooms, 58, Lombard-street, City, the following were among the prices obtained:—Grosvenor Gallery Library, 35s.; Electric "Sun" Lamp and Power, 5s.; Steep Grade Tramways and Works, £3 10s.; Kapanga Gold Mine, 3s. 3d.; Nouveau Monde, 4s. 6d.; Gulcher Electric Light and Power, 15s.; United Horse Shoe and Nail, pref., 10s.; Maxim Weston Electric, 4s. 6d.; and other miscellaneous securities fetched fair prices.

SALES OF ENSUING WEEK.

Feb. 6.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2 p.m., Stocks and Shares (see advertisement this week, p. 264).

Feb. 8.—Mr. JOHN W. TRIST (of the firm of Norton, Trist, Watney, & Co.), at the Mart, at 2 p.m., Rent Charge (see advertisement January 26, p. 4).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BROADWOOD.—Jan. 27, at 25, Ovington-square, S.W., the wife of Edward Broadwood, barrister-at-law, of a son.

DOWNES.—Jan. 25, at Orlebas, St. Peter's, Isle of Thanet, the wife of Charles H. Downes, late of Wells, Somerset, solicitor, of a daughter.

DU MOULIN.—Jan. 21, at Rusina Villa, Leamington, the wife of C. N. Du Moulin, solicitor, of a daughter.

DUNCAN.—Jan. 25, at Richmond, Surrey, the wife of George William Duncan, barrister-at-law, of a daughter.

JOHNS.—Jan. 26, at Crimdon House, near Hartlepool, the wife of Robert Magrath Johns, of the Middle Temple, barrister-at-law, a daughter, stillborn.

MCCALL.—Jan. 25, at Elmfield, Tufnell-park, the wife of R. A. McCall, barrister-at-law, of a daughter.

MORGAN.—Jan. 15, at 38, Emperor's-gate, S.W., the wife of Christopher Hird Morgan, barrister-at-law, of a daughter.

MARRIAGES.

BROWN—ROBERTS.—Jan. 19, at Bath, William Brown, of Lincoln's-inn, barrister-at-law, to May Grace, daughter of the late Martyn John Roberts, of Pondarren, South Wales.

WILSON—PHILLIPS.—Jan. 15, at Plymouth, John Walter Wilson, of Plymouth, solicitor, to Ellen Artis Phillips, widow of the late William Phillips, solicitor, Plymouth.

DEATHS.

BAGLEY.—Jan. 30, at 28, Westbourne-square, W., William Bagley, of the Inner Temple, barrister-at-law, aged 79.

BURDER.—Jan. 21, at Wilton Polygon, Cheetham-hill, Manchester, John Burder, Registrar of H.M. Court of Probate, aged 64.

GARDEN.—Jan. 20, at 6, Union-terrace, Aberdeen, James Garden, advocate, aged 71.

JENNINGS.—Jan. 22, at Norwood-green, Southall, Edward Jennings, solicitor, of 40, Chancery-lane, aged 73.

SPARKE.—Jan. 17, at Hatter-street, Bury St. Edmunds, James Sparke, solicitor, aged 77.

WEDDELL.—Jan 16, at Berwick-upon-Tweed, James Call Weddell, solicitor, aged 75.

LONDON GAZETTES.

Bankrupts.

FRIDAY, Jan. 25, 1884.
Under the Bankruptcy Act, 1869.
Creditors must forward their proofs of debts to the Registrar.
To Surrender in London.

Bremner, Thomas, Coleman st. Pet Jan 22. Murray. Feb 14 at 11
Whalley, George Hampden, Leinster sq, M.P. Motion Dec 21. Pepys. Feb 6 at 12.30
Whetstone, Thomas, Amwell st, Islington, Advertising Agent. Pet Jan 10. Pepys. Feb 6 at 12

To Surrender in the Country.

Smith, John, Blackburn, Brewer. Pet Jan 21. Bolton. Blackburn Feb 6 at 11

TUESDAY, Jan. 29, 1884.
Under the Bankruptcy Act, 1869.
Creditors must forward their proofs of debts to the Registrar.
To Surrender in London.

Irving, John, Crosby sq, Bishopsgate, Manager of Stationery Co. Pet Jan 25. Hazlitt. Feb 12 at 11
Philips, Francis Maitland, Half Moon st, Piccadilly, Retired Captain. Pet Jan 25. Hazlitt. Feb 13 at 1
Robertson, James Ebenezer, Keston rd, East Dulwich, Stonemason. Pet Jan 24. Pepys. Feb 13 at 12.30
Semple, Charles, St Ann's rd, Latimer rd. Pet Jan 24. Pepys. Feb 13 at 11
Shield, Henry Philip, Strand, Printer. Pet Jan 24. Pepys. Feb 13 at 12

To Surrender in the Country.

Kirkaldy, John Willis, St Abbs, Wimbledon. Pet Jan 24. Bell. Kingston, Feb 8 at 4
Lambert, Edward, Bromley, Kent, out of business. Pet Jan 25. Rowland. Croydon, Feb 12 at 10.30

BANKRUPTCIES ANNULLED.
TUESDAY, Jan. 29, 1884.

Gwyer, Samuel Keate, Westbourne pk rd, Bayswater. Jan 23

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.
TUESDAY, Jan. 29, 1884.

Brice, Samuel, Bruce rd, Bromley by Bow, Lighterman. Feb 11 at 12 at offices of Crook and Carlill, Fenchurch st
Miller, William, Burton on Trent, Stafford, Draper. Feb 8 at 2.30 at the Royal Hotel, Victoria st, Derby. Mears, Burton on Trent

THE BANKRUPTCY ACT, 1883.
FRIDAY, Jan. 25, 1884.
RECEIVING ORDERS.

Richards, John, Llanllar, Cardiganshire, Innkeeper. Aberystwith. Pet Jan 22. Ord Jan 22. Exam Feb 14 at 3
Young, John, Gt Berkhamsted, Hertfordshire, Bootmaker. Aylesbury. Pet Jan 18. Ord Jan 21. Exam Feb 6 at 11
Ludford, William, and John Ludford, Wilnecote, Warwickshire, Millwrights. Birmingham. Pet Jan 21. Ord Jan 21. Exam Feb 14 at 10
Meredith, John William, Aston juxta Birmingham, Warwickshire, Builder. Birmingham. Pet Jan 15. Ord Jan 22. Exam Feb 14
Cauvin, Jeremy, Bedminster, Somersetshire, Labourer. Bristol. Pet Jan 21. Ord Jan 21. Exam Feb 15 at 11
Spalton, Wilfrid Evelyn, Burton on Trent, Grocer. Burton on Trent. Pet Jan 21. Ord Jan 22. Exam Feb 20
Reynolds, George, Coton, Cambs, Farmer. Cambridge. Pet Jan 22. Ord Jan 22. Exam Jan 30 at 2
Sturgeon, Joseph Jacob, Waterbeach, Cambs, Butcher. Cambridge. Pet Jan 23. Ord Jan 23. Exam Jan 30 at 2
Strand, Richard Fuller, Canterbury, Dyer. Canterbury. Pet Jan 23. Ord Jan 23. Exam Feb 1 at 12
Davis, Walter Edward, Coventry, Solicitor. Coventry. Pet Jan 19. Ord Jan 21. Exam Feb 27
Smith, John, Merton, Surrey, Flock Maker. Croydon. Pet Jan 16. Ord Jan 16. Exam Feb 4, and not Feb 14 as previously advertised
Philipps, Walter Garnons Gwynne, Dunley House, nr Bovey Tracey, Devonshire, Gent. Exeter. Pet Jan 22. Ord Jan 22. Exam Feb 7 at 11
Ware, George Frederick, Exeter, Butcher. Exeter. Pet Jan 24. Ord Jan 23. Exam Feb 7 at 11
Cloke, Edmund, Hastings, Sussex, Book Keeper. Hastings. Pet Jan 19. Ord Jan 19. Exam Feb 4 at 11
Marshall, Thomas, Southport, Lancashire, Baker. Liverpool. Pet Jan 21. Ord Jan 21. Exam Feb 4
Osborne, Alfred, Macclesfield, Licensed Victualler. Pet Jan 21. Ord Jan 21. Exam Feb 25
Games, George, Brecon, Solicitor. Merthyr Tydfil. Pet Jan 12. Ord Jan 23. Exam Feb 21
Williams, William, Bassalleg, Monmouthshire, Farmer. Newport. Pet Jan 21. Ord Jan 21. Exam Jan 30
Taylor, Robert, Radford, Nottingham, Greengrocer. Nottingham. Pet Jan 23. Ord Jan 23. Exam Feb 19
Nash, James, Eynsham, Oxfordshire, Woolstapler. Oxford. Pet Jan 23. Ord Jan 23. Exam Feb 21
Wakelin, John, King's Cliffe, Northamptonshire, Timber Carter. Peterborough. Pet Jan 18. Ord Jan 22. Exam Feb 12, at 11
Davis, Charles, Christchurch, Hants, Builder. Poole. Pet Jan 10. Ord Jan 21. Exam Feb 7
Vivian, Walter William, Bournemouth, Hants, Grocer. Poole. Pet Jan 21. Ord Jan 21. Exam Feb 7
Herring, Thomas, Reading, Berks, no occupation. Reading. Pet Jan 23. Ord Jan 23. Exam Feb 14
Ryde, William, Loftus, Yorkshire, Ironfounder. Stockton on Tees and Middlesborough. Pet Jan 23. Ord Jan 23. Exam Feb 8 at 11
Rowe, John, Cleveland, Yorkshire, Draper. Stockton on Tees and Middlesborough. Pet Jan 22. Ord Jan 22. Exam Feb 8 at 10
Shilton, James, Lechlade, Gloucestershire, Beerhouse Keeper. Swindon. Pet Jan 21. Ord Jan 21. Exam Feb 12
Horton, Stephen, Wolverhampton, Coal Dealer. Wolverhampton. Pet Jan 4. Ord Jan 21. Exam Feb 5

FIRST MEETINGS.

Farrant, Frederick George, Grove rd, Bow, Traveller. High Court of Justice in Bankruptcy. Feb 1 at 10.30. Bankruptcy Offices, Lincoln's inn fields
Hadfield, John, Gt Grimsby, Lincolnshire, Shipbuilder. Birmingham. Feb 1 at 11. Official Receiver, Bull Ring lane, Gt Grimsby
Ludford, William, and John Ludford, Wilnecote, Warwickshire, Millwrights. Birmingham. Feb 4 at 11. Official Receiver, Whitehall chbrs, Colmore row, Birmingham
Meredith, John William, Aston juxta Birmingham, Warwickshire, Builder. Birmingham. Feb 5 at 11. Official Receiver, Whitehall chbrs, Colmore row, Birmingham
Reynolds, George, Coton, Cambs, Farmer. Cambridge. Feb 5 at 12. Official Receiver, 5, Petty Cury, Cambridge
Davis, Walter Edward, Coventry, Solicitor. Coventry. Feb 4 at 12. Craven Arms Hotel, Coventry
Marshall, Thomas, Southport, Lancashire, Baker. Liverpool. Feb 4 at 2. Official Receiver, Lisbon bldgs, Liverpool
Osborne, Alfred, Macclesfield, Licensed Victualler. Macclesfield. Feb 4 at 11. Official Receiver, 23, King Edward st, Macclesfield
Games, George, Brecon, Solicitor. Merthyr Tydfil. Feb 6 at 11.30. Castle Hotel, Brecon
Simmonds, Frederick, Gateshead, Durham, Furniture Dealer. Newcastle on Tyne. Jan 31 at 1. Official Receiver, County chbrs, Westgate rd, Newcastle upon Tyne
Moore, Thomas, Newport, Mon, Earthenware Dealer. Newport. Feb 1 at 3.30. Queen's Hotel, Birmingham
Williams, William, Bassalleg, Monmouthshire, Farmer. Newport, Mon. Feb 4 at 12. Official Receiver, 34, Bridge st, Newport, Mon.
Vivian, Walter William, Bournemouth, Hants, Grocer. Poole. Feb 2 at 1. Official Receiver, Salisbury
Davis, Charles, Christchurch, Hants, Builder. Poole. Feb 4 at 12. Crown Hotel, Ringwood
Rowe, John, Cleveland, Yorkshire, Draper. Stockton on Tees and Middlesborough. Feb 5 at 11. Official Receiver, 8, Albert rd, Middlesborough
Stockton, Robert, South Stockton, Yorkshire, Boot and Shoe Maker. Stockton on Tees and Middlesborough. Feb 1 at 11. Official Receiver, 8, Albert rd, Middlesborough
Shilton, James, Lechlade, Gloucestershire, Beerhouse Keeper. Swindon. Feb 4 at 1.30. Official Receiver, 32, High st, Swindon
Horton, Stephen, Wolverhampton, Coal Dealer. Wolverhampton. Feb 4 at 12. Official Receiver, St Peter's close, Wolverhampton

ADJUDICATIONS.

Richards, John, Llanllar, Cardiganshire, Innkeeper. Aberystwith. Pet Jan 22. Ord Jan 22
Bailey, Henry, Accrington, Lancashire, Insurance Agent. Blackburn. Pet Jan 16. Ord Jan 21
Smith, Alfred Thomas, Thurston, Suffolk, Farmer. Bury St Edmunds. Pet Jan 9. Ord Jan 23
Reynolds, George, Coton, Cambs, Farmer. Cambridge. Pet Jan 22. Ord Jan 23
Tatum, George, and Thomas Turner, Lavenham, Suffolk, Grocers. Colchester. Pet Jan 14. Ord Jan 19
Cloke, Edmund, Hastings, Sussex, Bookkeeper. Hastings. Pet Jan 19. Ord Jan 19
Marshall, Thomas, Southport, Lancashire, Baker. Liverpool. Pet Jan 21. Ord Jan 21
Osborne, Alfred, Macclesfield, Licensed Victualler. Macclesfield. Pet Jan 21. Ord Jan 21
Whiteley, Joseph, and Daniel Whiteley, Manchester, Umbrella Manufacturers. Manchester. Pet Jan 10. Ord Jan 22
Storey, James, Sheffield, Yorkshire, Tailor. Sheffield. Pet Jan 4. Ord Jan 21
Rowe, John, Cleveland, Yorkshire, Draper. Stockton on Tees and Middlesborough. Pet Jan 22. Ord Jan 22

TUESDAY, Jan. 29, 1884.
RECEIVING ORDERS.

Butler, Samuel, Quex rd, Kilburn, Carpenter. High Court of Justice in Bankruptcy. Pet Jan 25. Ord Jan 25. Exam Feb 9 at 11.30
Carter, George, Cornwall rd, Notting hill, Dairyman. High Court of Justice in Bankruptcy. Pet Jan 28. Ord Jan 28. Exam Feb 9 at 11.30
Foreman, Henry, Sherbrooke rd, Fulham, Builder. High Court of Justice in Bankruptcy. Pet Jan 22. Ord Jan 22. Exam Feb 15 at 11
Lonergan, Arthur Charles Everard, Montagu st, Russell sq, no occupation. High Court of Justice in Bankruptcy. Pet Jan 24. Ord Jan 24. Exam Feb 7 at 11
Zappert, Hermann, Charterhouse bldgs, General Warehouseman. High Court of Justice in Bankruptcy. Pet Jan 24. Ord Jan 24. Exam Feb 12 at 11
Gerrard, Paul, Westhoughton, Lancashire, Joiner. Bolton. Pet Jan 26. Ord Jan 26. Exam Feb 20
Peers, William, Heywood, Lancashire, Beerseller. Bolton. Pet Jan 24. Ord Jan 24. Exam Feb 13
Bower, William George, Westbourne, nr Emsworth, Sussex, Grocer. Brighton. Pet Jan 25. Ord Jan 25. Exam Feb 14 at 12
Frazer, George, Folkestone, Lodging House Keeper. Canterbury. Pet Jan 16. Ord Jan 25. Exam Feb 8 at 11
Rodway, Raymond, Plymouth, Devonshire, Boot Dealer. East Stonehouse. Pet Jan 25. Ord Jan 25. Exam Feb 25
Hoadley, John, Eastbourne, Sussex, Grocer. Eastbourne. Pet Jan 24. Ord Jan 24. Exam Feb 8 at 11
Crundwell, James, Maidstone, Kent, Plumber. Maidstone. Pet Jan 23. Ord Jan 24. Exam Feb 12
Cranston, Robert, and William Pickersgill Cranston, Gateshead on Tyne, Timber Merchants. Newcastle on Tyne. Pet Jan 26. Ord Jan 26. Exam Feb 7
Robinson, John, Sunderland, Durham, Travelling Draper. Sunderland. Pet Jan 14. Ord Jan 24. Exam Feb 14
Simmons, Edwin Walter, Richmond, Furniture Dealer. Wandsworth. Pet Jan 24. Ord Jan 25. Exam Feb 19
Twyford, Anthony William, Devonshire st, Portland pl, Middlesex, lately Governor of Her Majesty's Prison at York Castle. York. Pet Jan 22. Ord Jan 25. Exam Feb 15
Phillips, George Shillabeer, Plymouth, Devonshire, Stationer. East Stonehouse. Pet Jan 19. Ord Jan 19. Exam Feb 18

FIRST MEETINGS.

Foreman, Henry, Sherbrooke rd, Fulham, Builder. High Court of Justice in Bankruptcy. Feb 5 at 12. 33, Carey st, Lincoln's inn
Young, John, Gt Berkhamsted, Hertfordshire, Bootmaker. Aylesbury. Feb 6 at 12. County Court Office, Aylesbury
Gerrard, Paul, Westhoughton, Lancashire, Joiner. Bolton. Feb 8 at 11. Official Receiver, 16, Wood st, Bolton
Peers, William, Heywood, Lancashire, Beerseller. Bolton. Feb 6 at 3. Navigation Inn, Manchester st, Heywood
Bower, William George, Westbourne, nr Emsworth, Sussex, Grocer. Brighton. Feb 5 at 3. Dolphin Hotel, Chichester
Spalton, Wilfrid Evelyn, Burton on Trent, Grocer. Burton on Trent. Feb 6 at 3. Official Receiver, St James's chbrs, Derby
Sturgeon, Joseph Jacob, Waterbeach, Cambs, Butcher. Cambridge. Feb 6 at 12. Official Receiver, 5, Petty Cury, Cambridge
Frazer, George, Folkestone, Lodging House Keeper. Canterbury. Feb 8 at 10. 32, St George's st, Canterbury
Strand, Richard Fuller, Canterbury, Dyer. Canterbury. Feb 6 at 11. 32, St George's st, Canterbury
Rodway, Raymond, Plymouth, Devonshire, Boot Dealer. East Stonehouse. Feb 8 at 2. The Royal Hotel, Bristol
Philipps, Walter Garnons Gwynne, Dunley House, nr Bovey Tracey, Devonshire, Gent. Exeter. Feb 6 at 12. Castle of Exeter, Exeter
Ware, George Frederick, Exeter, Butcher. Exeter. Feb 6 at 11. Castle of Exeter, Exeter
Cloke, Edmund, Hastings, Sussex, Book Keeper. Hastings. Feb 7 at 3. Official Receiver, Townhall chbrs, Hastings
Hoadley, John, Eastbourne, Sussex, Grocer. Eastbourne. Feb 6 at 2. 145, Cheapside

Crundwell, James, Maidstone, Kent, Plumber. Maidstone. Feb 7 at 3. Official Receiver, Week st, Maidstone
Taylor, Robert, Radford, Nottingham, Greengrocer. Nottingham. Feb 6 at 1.30. Official Receiver, Exchange walk, Nottingham
Wakelin, John, King's Cliffe, Northamptonshire, Timber Carter. Peterborough. Feb 5 at 12.30. County Court Offices, Peterborough
Ryde, William, Loftus, Yorkshire, Ironfounder. Stockton on Tees and Middlesborough. Feb 5 at 3. Official Receiver, 8, Albert rd, Middlesborough
Twyford, Anthony William, Devonshire st, Portland pl. Lately Governor of Her Majesty's Prison at York Castle. York. Feb 7 at 1. Official Receiver, Blake st, York

ADJUDICATIONS.

Butler, Samuel, Quex rd, Kilburn, Carpenter. High Court of Justice in Bankruptcy. Pet Jan 25. Ord Jan 25
Landrock, Carl Gustav, Evering rd, Stoke Newington, Manufacturing Furrier. High Court of Justice in Bankruptcy. Pet Jan 10. Ord Jan 24
Williams, William, Stratford, Essex, Corn Factor. High Court of Justice in Bankruptcy. Pet Jan 2. Ord Jan 24
Carr, Thomas, and Robert Field, Fore st, Collar Manufacturers. High Court of Justice in Bankruptcy. Pet Jan 7. Ord Jan 26
Alder, John Organ, Birmingham, Licensed Victualler. Birmingham. Pet Jan 18. Ord Jan 24
Bower, William George, Westbourne, Sussex, Grocer. Brighton. Pet Jan 25. Ord Jan 25
Phillips, John, Brighton, Sussex, Chemist. Brighton. Pet Jan 9. Ord Jan 25
Cauvin, Jeremy, Bedminster, Somersetshire, Labourer. Bristol. Pet Jan 21. Ord Jan 26
Robinson, Augustus, Wickwar, Gloucestershire, Grocer. Bristol. Pet Jan 9. Ord Jan 25
Warham, Charles, Burton upon Trent, Hatter. Burton upon Trent. Pet Jan 12. Ord Jan 26
Sturgeon, Joseph Jacob, Waterbeach, Cambs, Butcher. Cambridge. Pet Jan 23. Ord Jan 24
Moule, Robert, Glen Parva, Leicestershire, Farmer. Leicester. Pet Jan 8. Ord Jan 24
Sharpe, John Keyworth, Hykeham, Lincolnshire, Builder. Lincoln. Pet Jan 9. Ord Jan 25
Crundwell, James, Maidstone, Kent, Plumber. Maidstone. Pet Jan 23. Ord Jan 25
Slack, John, Manchester, Carver. Manchester. Pet Jan 11. Ord Jan 24
Herring, Thomas, Reading, Berks, no occupation. Reading. Pet Jan 23. Ord Jan 25
Tonkin, William, Madron, Cornwall, Builder. Truro. Pet Jan 17. Ord Jan 25

The Subscription to the SOLICITORS' JOURNAL *is*—*Town*, 26s.; *Country*, 28s.; *with the* WEEKLY REPORTER, 52s. *Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office*—*cloth*, 2s. 6d., *half law calf*, 5s. 6d.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

CONTENTS.

NOTICES TO CORRESPONDENTS.—*All communications intended for publication in the* SOLICITORS' JOURNAL *must be authenticated by the name and address of the writer.*

The Editor does not hold himself responsible for the return of rejected communications.

*** *The Publisher requests that early application should be made by persons desirous of obtaining back numbers of the* SOLICITORS' JOURNAL, *as only a small number of copies remain on hand.*

Sales for the Year 1884.

MESSRS. FAREBROTHER, ELLIS, CLARK, & CO. beg to announce that the following DAYS have been fixed for their SALES during the year 1884, to be held at the MART, Tokenhouse Yard, E.C.:—

Thurs., Feb 21	Thurs., June 5	Thurs., Aug 7
Tues., Mar 4	Tues., June 17	Tues., Aug 19
Thurs., Mar 20	Thurs., June 26	Thurs., Aug 28
Thurs., April 3	Thurs., July 3	Thurs., Oct 16
Tues., April 15	Thurs., July 10	Thurs., Oct 30
Thurs., May 1	Tues., July 15	Thurs., Nov 20
Thurs., May 15	Thurs., July 24	Thurs., Dec 11
Tues., May 20		

Other appointments for Special Sales will be arranged.—Nos 5 and 6, Lancaster-place, Strand, W.C., 18, Old Broad-street, E.C., and 14, Fitzjohn's Parade, Hampstead, N.W.

MESSRS. BAXTER, PAYNE, & LEPPER beg to announce that their AUCTION SALES of Estates, Building Land, Ground Rents, House Property, and all convertible Securities will be held at the MART, Tokenhouse-yard, E.C., on the following days during the year 1884. Sales will also be held on special dates when required.

Wed., Feb 20	Wed., June 18	Wed., Oct 1
Tues., Mar 18	Tues., July 15	Wed., Oct 29
Tues., April 15	Thurs., Aug 7	Wed., Nov 26
Wed., May 21	Wed., Sept 10	Wed., Dec 17

Auction Sales of Furniture, Farming Stock, Growing Crops, Timber, Underwood, &c. Terms on application. Property Register, together with a separate List of Farms, published monthly, and forwarded gratis on application.—BAXTER, PAYNE & LEPPER, Auctioneers, Surveyors, and Land Agents, 69, King William-street, E.C., and Bromley and Beckenham, Kent.

BECKENHAM, KENT.

By Order of the Mortgagees.—The superior Detached Family Residence, known as Cambridge House, Southend-road, within five minutes' walk of the Railway Station, with access to all parts of London in about 20 minutes. The house approached by carriage drive through a well-shrubbed garden, contains eight good bed rooms, dressing room, entrance hall, drawing room (26ft. by 14ft.), dining room (21ft. by 14ft.), library, (14ft. by 11ft.), garden entrance, &c.; housekeeper's room, and ample offices; heated conservatory; the grounds are well matured, and there is also a well-stocked kitchen garden. Immediate possession.

MESSRS. BAXTER, PAYNE, & LEPPER will SELL by AUCTION at the MART, City, E.C., on WEDNESDAY, FEBRUARY 20, at TWO precisely, the above well-arranged RESIDENCE, held on lease for a term having 74 years unexpired, at the low ground-rent of £15.

May be viewed, and particulars, with conditions of sale, obtained of Messrs. Sole, Turner, & Knight, Solicitors, 69, Aldermanbury, E.C.; of R. T. Wragg, Esq., Solicitor, 11, Great St. Helens, E.C.; at the Mart; and of Baxter, Payne, & Lepper, Auctioneers, Surveyors, and Land Agents, Bromley and Beckenham, Kent, and 69, King William-street, E.C.

BECKENHAM, KENT.

The attractive Semi-detached Residence, known as Beckville, with stabling, coach-house, and well-matured garden, standing some distance back from the main road, and within two minutes' walk of the Railway Station. The house contain six bed rooms, dressing room, three reception rooms, and good offices. Immediate possession.

MESSRS. BAXTER, PAYNE, & LEPPER will SELL by AUCTION, at the MART, City, E.C., on WEDNESDAY, FEBRUARY 20, at TWO precisely, the above desirable RESIDENCE, with capital garden and tennis lawn; held on lease for a term having about 90 years unexpired, at the low ground-rent of £12 10s.

May be viewed, and particulars, with conditions of sale, obtained of Messrs. Canwarden & Simpson, Solicitors, St. Stephen's Chambers, Telegraph-street, E.C., at the Mart; and of Baxter, Payne, & Lepper, Auctioneers, Surveyors, and Land Agents, Bromley and Beckenham, Kent, and 69, King William-street, E.C.

Rare and important Investments in Stocks and Shares.

MESSRS. EDWIN FOX & BOUSFIELD will SELL, at the MART, London, on WEDNESDAY NEXT, FEBRUARY 6, at TWO, in Lots, valuable STOCKS and SHARES in the following and other companies:—Sun Fire Office, 17 shares, average dividend and bonus for the last three years, £25 6s. 8d. per share per annum; Sun Fire Assurance Society, six £100 shares (£10 paid), last dividend and bonus, £5 2s. per share; Langham Hotel Company (Limited), 25 £10 shares, fully paid, and 75 ordinary £10 shares, £2 paid, dividend over 15 per cent.; Epsom Grand Stand Association, 40 £20 shares, fully paid, last dividend, £8 5s. per share, equal to 41 per cent.; South Essex Waterworks Company £3,000 (Limited) Ordinary Stock; Herts and Essex Waterworks Company, 500 £10 shares, paid up; Portishead District Water Company, £1,000 Ordinary Stock; Shoreham Harbour, £600 Ordinary Stock, average dividend 8 per cent.; Clacton-on-Sea Gas and Water Company (Limited), 50 £5 shares, paid up; Tramways Trust Company (Limited), 150 £5 shares, paid up, dividend 7 per cent. per annum; Woolwich and South-East London Tramways Company (Limited), 50 £5 shares, interest 6 per cent.; Frederick Braby & Co (Limited), 50 £10 shares (£9 paid), average dividend 8½ per cent.

Particulars at the Mart, and of Messrs. Edwin Fox & Bousfield, 99, Gresham-street, Bank, London, E.C.

Two valuable old Policies in the Royal Exchange Assurance Office, originally effected for £4,000 each, and now amounting, with the addition of the bonuses, to £12,621, with great prospective, early advantages, receivable on the death of a gentleman now in his 70th year; annual premium together, £287 10s.

MESSRS. NORTON, TRIST, WATNEY, & CO. are instructed to Offer the above POLICIES for SALE, at the MART, City, on FRIDAY, FEBRUARY 22, at TWO o'clock precisely, in One Lot.

Particulars and conditions of sale at the Mart; and of the Auctioneers, 62, Old Broad-street, E.C.

NORTHAMPTON.

In the High Court of Justice, Chancery Division.—Re John Rudge Relton, deceased.—Rent-charge in lieu of redeemed land-tax of £61 8s. 8d. per annum, secured upon five farms and close of pasture land, situate in the parish of Braybrooke, and comprising altogether about 735 acres.

MR. JOHN W. TRIST (of the firm of Norton, Trist, Watney, & Co.) will OFFER for SALE by AUCTION (with the sanction of the Judge to whose Court this matter is attached), at the MART, London, on FRIDAY, FEBRUARY 8, at TWO o'clock, precisely, in One Lot, the above RENT-CHARGE.

Particulars may be obtained of Messrs. Dawes & Sons, Solicitors, 9, Angel-court, Throgmorton-street, E.C.; at the Angel Inn, Market Harborough; and of the Auctioneers, 62, Old Broad-street, E.C.

No. 96, PICCADILLY, with possession.

The very desirable Town Residence and Stabling of the late Sir Frederick Adair Roe, Bart., held by lease for a term, whereof nine years were unexpired at Michalmas last, at a ground-rent of 60 guineas per annum for the house and 20 guineas per annum for the stabling.

MESSRS. FOSTER respectfully announce for SALE by AUCTION, at the AUCTION MART, Tokenhouse-yard, Lothbury, on TUESDAY, the 12th of FEBRUARY, at ONE for TWO o'clock precisely, by direction of the Trustees under the Will of the late Sir Frederick Adair Roe, Bart., the singularly desirable RESIDENCE, No. 96, in the best part of Piccadilly, facing the Green-park, a situation unquestionably one of the most covetable and agreeable in London. The house contains three servants' rooms, four good bed rooms and a dressing room, two elegant drawing rooms, with anteroom and conservatory; capital dining room, library, and housekeeper's room, outer and inner halls, lantern-lighted stone staircase, and servants' offices on basement. The Stabling, in White Horse-street, with enclosed yard, affords standing for four horses, with double coach-house and harness room, and three dwelling rooms and loft over. The purchaser can be accommodated with the excellent furniture, and as possession will be given on completion of the purchase, the Residence can be enjoyed without delay or trouble.

May be viewed by orders only from Messrs Foster. Printed particulars can be had at the Mart; of Messrs. Allen & Son, Solicitors, 17, Carlisle-street, Soho; and of Messrs. Foster, 54, Pall-mall.

Government Annuity of £2,100 per annum for 26 years (in lots), by direction of the Trustees under the will of the late Sir Frederick Adair Roe, Bart.

MESSRS. EOSTER respectfully announce for SALE by AUCTION, at the MART, Tokenhouse-yard, Lothbury, on TUESDAY, the 12th FEBRUARY, at ONE for TWO o'clock precisely, a NET INCOME of TWO THOUSAND ONE HUNDRED POUNDS, payable half-yearly by the Commissioners for the Reduction of the National Debt, for 26 years from the 5th January, 1884, and now invested in the names of the Trustees of the will of the late Sir Frederick Adair Roe, Bart. The annuity will be divided at the auction into Lots of £50 each. The security of these investments is equal to that of Consols, and capitalists desirous of acquiring a perfectly certain income at a high rate of interest for a fixed period could not possibly do better than avail themselves of this most unusual opportunity.

Particulars may be had at the Mart; of Messrs. Allen & Sons, Solicitors, 17, Carlisle-street, Soho; and of Messrs. Foster, No. 54, Pall-mall.

SALES FOR THE YEAR 1884.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-rents, Advowsons, Reversions, Stocks, Shares, and other Properties, will be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tues., Feb 5	Tues., May 6	Tues., July 22
Tues., Feb 19	Tues., May 13	Tues., July 29
Tues., Feb 26	Tues., May 20	Tues., Aug 5
Tues., March 4	Tues., May 27	Tues., Aug 12
Tues., March 11	Tues., June 3	Tues., Aug 19
Tues., March 18	Tues., June 10	Tues., Aug 26
Tues., March 25	Tues., June 17	Tues., Oct 7
Tues., April 1	Tues., June 24	Tues., Oct 21
Tues., April 8	Tues., July 1	Tues., Nov 11
Tues., April 22	Tues., July 8	Tues., Nov 25
Tues., April 29	Tues., July 15	Tues., Dec 18

Auctions can also be held on other days besides those above specified. Due notice in any case should be given, in order to insure proper publicity; the period between such notice and the auction must, of course, considerably depend upon the nature of the property intended to be sold.—80, Cheapside, London.

SHEFFIELD CORPORATION STOCK—FIRST ISSUE, £106,150 (authorised by "The Sheffield Corporation Act, 1883," 46 and 47 Vict. cap. lvii.). The stock will be redeemable at par as follows: £33,000 in the year 1914, £40,350 in the year 1925, and £32,800 in the year 1934. The corporation will exercise their discretion in the apportionment of the tenders to these various periods, but regard will be had to any preference expressed by the investors.

The Corporation of Sheffield give notice that they are prepared to receive tenders for the above sum of Sheffield Corporation Stock.

Minimum price of issue, £98 per centum.

Rate of interest, £3 10s. per centum, payable half-yearly, on the 1st March and 1st September, at the Sheffield and Hallamshire Bank, Sheffield, or by their London Agents, Messrs. Glyn, Mills, Currie, & Co., 67, Lombard-street.

No sum less than £50 of stock will be allotted, and any amount in excess of that sum must be a multiple of £10.

Tenders to be left at the Sheffield and Hallamshire Bank, Sheffield, on or before one o'clock p.m., on Thursday, the 14th of February, 1884, and they will be opened by the Finance Committee the same day. A deposit of £5 per cent. on the amount of stock tendered for must be paid to the bank at the time of the application for stock.

The rateable value of the borough of Sheffield now stands at £1,001,365 15s. 4d.

The mortgage debt of the Corporation of Sheffield now stands at £722,412 2s. 11d., against which the Corporation possess very valuable lands, besides considerable accumulations of sinking funds.

Forms of prospectuses, &c., and any further information required, will be supplied by

BENJAMIN JONES, Registrar.
Borough Accountant's Office, Bridge-street,
Sheffield, 13th January, 1884.

To Trustees and Investors.

MIDDLESBROUGH CORPORATION DEBENTURE STOCK.—Issue of £200,000 at 3½ per Cent. interest per annum, redeemable at par 1st January, 1909. The Corporation of Middlesbrough (Yorkshire) propose to borrow the above sum of £200,000, in amounts of £10 and multiples of £10, at 3½ per cent. par.—Prospectuses on application to the BOROUGH ACCOUNTANT, Middlesbrough.—Procuration Fee, 1 per Cent. to Solicitors.

THE NEW ZEALAND TRUST AND LOAN COMPANY, LIMITED.

TRUSTEES.

The Right Hon. Lord Wolverton, and Charles Hoare, Esq.

DIRECTORS.

Sir Charles Clifford, Chairman.
F. G. Dalgety, Esq., Deputy-Chairman.

R. A. Brooks, Esq.	L. J. W. Fletcher, Esq.
Vice-Admiral the Hon. H. Carr Glyn, C.B.	Col. Sir T. Gore Browne, K.C.M.G.

BANKERS.

Messrs. Glyn, Mills, Currie, & Co.

The Directors are prepared to issue Debentures of £100 and upwards for periods of two years and upwards, bearing interest at 4 per cent., which is payable 1st April and 1st October at their bankers, by coupon.

Further particulars may be obtained, and application made, at the Offices of the Company.

By order of the Board,
THOS. D. SAUNDERS, Secretary.
68 and 69, Cornhill, London, E.C.

CHARTERED BANK of INDIA, AUSTRALIA, and CHINA, Hatton-court, Threadneedle-street, London.

Incorporated by Royal Charter.
Capital, £800,000. Reserve Fund, £220,000.

COURT OF DIRECTORS, 1883-84.

William Christian, Esq.	Wm. Macnaughtan, Esq.
Frederick W. Heilgers, Esq.	William Paterson, Esq.
John Jones, Esq.	James R. Bullen Smith, Esq., C.S.I.
Emile Levita, Esq.	Ludwig Wiese, Esq.

MANAGER—John Howard Gwyther. SUB-MANAGER, Caleb Lewis.
SECRETARY—William Charles Mullins.

AGENCIES AND BRANCHES.

Bombay.	Rangoon.	Batavia.	Manila.
Calcutta.	Penang.	Hong Kong.	Shanghai.
Akyab.	Singapore.	Foochow.	Hankow.
Colombo.	Sourabaya.	Yiotlo.	Yokohama.

The Corporation grant Drafts payable at the above Agencies and Branches, buy and receive for collection Bills of Exchange, issue Letters of Credit, and undertake general Banking Business in the East. Deposits of Money, in sums of £100 and upwards, are received at the following rates of interest—viz., 4½ per cent. for one year, 5 per cent. per annum for two years.

OUTER TEMPLE, W.C.—Chambers and Offices to Let. Nearest Chambers to the New Law Courts, facing the principal entrance, with additional entrance to Essex-court, Temple. Passenger Lift to carry 7; fireproof silent flooring; strong rooms; excellent light.

OUTER TEMPLE, immediately opposite New Law Courts.—Large Furnished Rooms to Let, by Day or Hour, suitably furnished with every convenience for Arbitrations, Meetings of Creditors, Consultations, &c., &c. The Palagrave Restaurant may be reached without leaving the building.—Apply for terms to SECRETARY, Outer Temple, W.C.